

STATE OF HAWAI'I  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Division of Forestry and Wildlife  
Honolulu, Hawai'i 96813

April 12, 2013

Chairperson and Members  
Board of Land and Natural Resources  
State of Hawai'i  
Honolulu, Hawai'i

Land Board Members:

**SUBJECT:    REQUEST FOR APPROVAL OF FEDERAL FUNDS SUB-GRANT TO THE  
HAWAII ISLANDS LAND TRUST FOR THE FEE ACQUISITION OF A 12  
ACRE PARCEL ON THE NORTH SHORE OF KAUAI**

**SUMMARY:**

The Division of Forestry and Wildlife has secured a total of \$1,000,000 from a grant through the Fish and Wildlife Service (FWS) North American Wetlands Conservation Act (NAWCA) grant program for three conservation projects on Kauai. These projects include fee acquisition of a 12 acre parcel at Kilauea, wetland restoration work at Mana and wetland restoration work at Huleia.

The acquisition of the 12 acre Kilauea parcel is for the conservation of endangered species and their habitats. The Kilauea property is on the north shore of Kauai at the mouth of the Kilauea river. It is bordered by private and county-owned parcels as well as lands owned and protected by the Hawaii Islands Land Trust (HILT) and the Kilauea National Wildlife Refuge. These contiguous protected lands are important nesting and resting sites for thousands of Hawaiian seabirds and the endangered Hawaiian goose.

The purpose of this request is to authorize the Division of Forestry and Wildlife to pass through \$500,000 of federal funds as a sub-grant to HILT for the fee acquisition of the Kilauea parcel for the protection of this important area in perpetuity.

**BACKGROUND:**

Fee acquisition of the Kilauea property by HILT reduces habitat fragmentation for the endangered species that utilize the area by ensuring that the property remains in conservation

status. Fee ownership will prevent any development features such as structures, boat ramps, etc. on the property and will preserve the important and unique functions of the ecosystem.

#### DISCUSSION:

The NAWCA grant program facilitates public-private partnerships to conserve North American wetland ecosystems for waterfowl, other migratory birds, fish, and wildlife by developing and implementing wetland conservation projects.

The goal of the Kilauea acquisition is for HILT to acquire fee title to the 12 acre parcel. All funds will be used for the acquisition and associated acquisition costs. Any funds leftover from the acquisition will be applied to the other two projects identified in the NAWCA proposal (Attachment II). As future funding permits, restoration and wildlife-compatible “passive” recreation (e.g., walking trails, interpretive signs, photography, etc) may be provided to further nature enjoyment and the education values of this unique coastal ecosystem.

#### Chapter 343, Hawaii Revised Statutes: Environmental Assessment

DOFAW advises that HRS Chapter 343 does not apply to this sub-grant agreement as the pass through of federal funds for the acquisition by a third party does not constitute the use of state or county funds nor does it constitute a “use” within any lands requiring the preparation of an environmental assessment under HRS section 343-5.

#### RECOMMENDATION:

The Department recommends that the Board:

1. Delegate to the Chairperson the authority to develop and execute an Agreement to Subgrant between The Hawaii Islands Land Trust and the Department which will then provide federal NAWCA grant funds to HILT for the fee acquisition, subject to review and approval of the Attorney General and such other terms and conditions as the Chairperson may approve.

Respectfully Submitted,



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Roger Imoto, Administrator  
Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:



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WILLIAM J. AILA, JR, Chairperson

Attachments:

- I: Draft Agreement to Subgrant
- II: North American Wetlands Act grant proposal
- III: Approved Revised Scope of Work

ATTACHMENT 1 DRAFT AGREEMENT TO SUBGRANT

AGREEMENT TO SUBGRANT

Between:

HAWAIIAN ISLANDS LAND TRUST  
&  
STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES

This Agreement to Subgrant entered into on \_\_\_\_\_, 2013 by and between THE HAWAIIAN ISLANDS LAND TRUST, a Hawaii nonprofit corporation, having an address at P.O. Box 965, Wailuku, Hawaii 96793 ("HILT") and the STATE OF HAWAII through its Department of Land and Natural Resources ("DLNR"), whose principal place of business is 1151 Punchbowl Street, Honolulu, Hawaii 96813.

RECITALS

WHEREAS, the Department of the Interior, acting through its Fish and Wildlife Service ("FWS") and DLNR have entered into a North American Wetlands Conservation Act Grant Agreement No. to facilitate the acquisition of real property identified in said Grant Agreements;

WHEREAS, the FWS will permit DLNR to subgrant FWS grant funds to another state or local agency or non-profit organization ("potential recipients"), conditioned on the grant funds being used to acquire the identified real property and the potential recipient agreeing to accept all of the provisions and obligations set forth in said Grant Agreements;

WHEREAS, HILT is a charitable organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder, whose purpose includes preserving and protecting lands throughout Hawaii Nei for the benefit of the natural environment and of current and future generations.

WHEREAS, HILT will purchase, in fee simple, that certain real property, situate at Kilauea, County of Kauai, State of Hawaii, consisting of 12.2 acres, more or less, and bearing tax map key ("TMK") number (4) 5-1-05-012, as more particularly described in Exhibit A (Island of Kauai Wetlands Restoration and Acquisition Project);

WHEREAS, HILT and DLNR desire that the 12.2 acre Property be protected in perpetuity, as a conservation area for native wildlife habitat, open space, cultural resources, coastal resources and passive public recreation; and

NOW THEREFORE, DLNR and HILT agree to a subgrant of the FWS grant funds to HILT in accordance with the following terms and conditions. DLNR hereby agrees to subgrant to HILT an amount not to exceed the sum of Five Hundred Thousand and No/100 Dollars (\$500,000.00) ("Grant Funds"), subject to the terms and conditions of this Agreement to Subgrant.

A. PURPOSE OF SUBGRANT

DLNR is making this Subgrant, using funds to DLNR by FWS, for the purpose of facilitating HILT's acquisition of 12.2 acres, more or less, of land as part of the Kilauea Coastal Preserve, as more particularly described in Exhibit A, which is attached hereto and made a part hereof by this reference.

HILT agrees that if the Grant Funds are received and it acquires the Property, such acquisition will be for the purposes of conservation area for native wildlife habitat, open space, cultural resources, coastal resources, and passive public recreation, and the provisions of North American Wetlands Conservation Act Grant Agreement No. HI-N11B .

#### **B. CONDITIONS OF SUBGRANT**

1. HILT agrees to purchase and forever hold in fee simple the 12.2 acres, more or less, of the Kilauea Coastal Preserve consisting of the following parcel: TMK (4) 5-1-005:012 from Kilauea Bay Consortium for a purchase price of Five Hundred Thousand and No/100 Dollars (\$500,000.00). The anticipated closing date for this purchase is September 1, 2013.
2. HILT agrees to establish Kilauea Coastal Preserve on the 12.2 acres, more or less, TMK (4) 5-1-05-012.
3. FWS shall provide the Grant Funds in an amount not to exceed \$500,000.00 for purchase of the 12.2 acres, more or less, which will be designated as the Kilauea Coastal Preserve, such funds to be made available for escrow prior to the closing date.
4. As owner of the Kilauea Coastal Preserve, HILT shall:
  - a. Create an integrated Management Plan for the Kilauea Coastal Preserve that consists of:
    - i. A Maintenance and Protection Program that consists of goals, objectives and implementation steps for the protection and maintenance of conservation values inherent in the property ;
  - b. Implement the Management Plan.
  - d. Manage, conduct, and oversee the maintenance efforts specified in the Management Plan.
5. DLNR shall be given opportunity to review and comment on the Management Plan as it is being developed and appropriate staff shall be allowed to participate in the planning process.
6. At the request of DLNR, HILT shall allow DLNR access to the subject property to assess compliance with the terms and conditions contained herein.

7. HILT shall not transfer, mortgage, hypothecate, or pledge the subject property or any portion thereof without the prior written approval of DLNR.

8. Consistent with cultural and environmental resource protection and public safety, and subject to the rights of native tenants, appropriate portions of the subject property, including but not limited to all of the shoreline and access thereto, shall be open to the public at reasonable days and times.

9. In the event that HILT is unable to continue operations or is otherwise unable to manage the property, subject to the approval of the State of Hawaii Board of Land and Natural Resources ("BLNR"), title to the subject property shall be conveyed by HILT to another appropriate conservation organization or agency which will continue to manage the property for the conservation values specified in the Deed. Alternatively, subject to BLNR approval, the property may be conveyed to DLNR free and clear of any liens and encumbrances not previously approved by BLNR and DLNR will continue to manage the property for the conservation values specified in the Deed. Any conveyance to DLNR shall be done *gratis* and HILT shall be responsible for any and all fees and costs associated with the conveyance. Furthermore, any transfer of interest in the property shall comply with USFWS North American Wetlands Conservation Act Grant program rules.

10. The recorded Deed to HILT shall include the following language:

a. This property has been acquired with funds from the USFWS North American Wetlands Conservation Act Grant. Title to the property conveyed by this Deed shall vest in HILT subject to the condition that the property shall be managed for land conservation purposes only, and shall not convert to other uses. In the event that HILT is unable to continue operations or is otherwise unable to manage the property, subject to the approval of the State of Hawaii Board of Land and Natural Resources ("BLNR"), title to the subject property shall be conveyed by HILT to another appropriate conservation organization or agency which will continue to manage the property for the conservation values specified in the Deed. Alternatively, subject to BLNR approval, the property may be conveyed to DLNR free and clear of any liens and encumbrances not previously approved by BLNR and DLNR will continue to manage the property for the conservation values specified in the Deed. Any conveyance to DLNR shall be done *gratis* and HILT shall be responsible for any and all fees and costs associated with the conveyance. Furthermore, any transfer of interest in the property shall comply with USFWS North American Wetlands Conservation Act Grant program rules.

b. The Kilauea Coastal Preserve property has been acquired in part with funds from the U.S. Fish and Wildlife Service, ("Service") and the property described is subject to all the terms and conditions of Grant Agreement Numbers between the SERVICE and DLNR. A copy of the Grant Agreements is kept on file at the offices of the SERVICE, Eastside Federal Complex, 911 N.W. 11<sup>th</sup> Avenue, Portland, Oregon 97232-4181 and at the offices of DLNR, 1151 Punchbowl Street, Honolulu, Hawaii 96813.

c. This acquisition is for the protection of threatened or endangered species habitat and for restoration or enhancement of coastal wetlands habitat in perpetuity and shall run with the land to all heirs and successors.

d. When subject property is used for purposes which interfere with the accomplishment of approved purposes, the violating activities must cease and any adverse effects resulting must be remedied (43 CFR 12.71 & 50 CFR 80.14).

11. Prior to the last to occur of (1) DLNR's deposit of the Grant Funds into escrow and (2) HILT's close of escrow for acquisition of the Property, either party may terminate this Agreement to Subgrant for any reason or for no reason, by providing the other party with a minimum of thirty (30) days written notice of such termination.

12. After close of escrow for the acquisition of the Property, this Agreement to Subgrant shall remain in full force and effect for the purpose of securing compliance with the "PURPOSE OF SUBGRANT" provisions set forth above.

13. DLNR must provide the FWS with an interim performance report and/or a final performance report depending on the duration of the grant. HILT shall provide within 30 days of request, all necessary documentation related to FWS North American Wetland Conservation Act Grant interim and final accomplishment reports to DLNR. Reporting requirements include but are not limited to the following:

a. Summary of Land Costs – HILT shall furnish a schedule showing seller, acreage, appraised value, price paid, relocation costs, and other costs for each tract. Other costs of acquisition (appraisal, negotiation, title search, land surveys, etc) may be shown as a lump sum.

b. Title Vesting Evidence – HILT shall furnish a title insurance policy or title certificate which must include a correct legal description and the acreage of the property involved. The description may be given by reference to a deed or plat, provided a copy of the document accompanies the certificate or policy. On a per-unit purchase, the exact acreage, or mileage shall be indicated.

c. If the acquisition could not be acquired within the period specified in the Subgrant Agreement, a statement of the problem, the actions taken or resolve the problem, and when it is anticipated that the acquisition will be completed shall be provided.

The final report must include a summary table for the property acquired. If a Subgrantee-owned property is to be used as match, a summary table for each property used for match must be included as well. For each property, HILT must provide DLNR with copies of the following:

For Fee Title:

1. Copy of Recorded Deed(s) and Notice(s) of Grant Agreement with Book/Page Number;

2. Title Vesting Certificate or Title Insurance Policy (specify which is being provided);
3. Property or Plat Map, Area Map, and Location Map.

14. The FWS, DLNR, and Subgrantee have vested interest in ensuring the property is managed for the purpose of the Subgrant. For lands acquired in fee title and lands used as match for Federal funding, DLNR and FWS reserve the right to inspect said property at any time.

15. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To HILT: Hawaiian Islands Land Trust  
P.O. Box 965  
Wailuku, Hawaii 96793

To DLNR: Hawaii Department of Land and Natural Resources  
Division of Forestry and Wildlife  
1151 Punchbowl Street, Rm. 325  
Honolulu, Hawaii 96813

or to such other address as either party from time to time shall designate by written notice to the other.

16. HILT shall indemnify, defend, and hold harmless the State of Hawaii, DLNR, and the Board of Land and Natural Resources, its officers, employees, and agents, from and against any and all claims, demands, liabilities, suits actions, causes of action, judgments, costs, and expenses (including attorneys' fees) for loss, injury, death, or damage, including without limitation, claims for property damage, personal injury, or death of persons, whenever such damage, injury, loss, or death arises out of, is connected with or related to the Agreement to Subgrant or Kilauea Coastal Preserve. It is understood that the STATE shall in no way be held liable for any claims, damages, causes of action, or suits resulting from any acts or omissions of HILT in the development of the Management Plan for the Kilauea Coastal Preserve.

17. The interpretation and performance of this Agreement to Subgrant shall be governed by the laws of the State of Hawaii.

18. No person performing work under this Agreement to Subgrant, including any subcontractor, employee, or agent of HILT, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

19. HILT shall comply with all of the requirements of all municipal, state, and federal authorities and observe all municipal, state, and federal laws, now in force or which may be in force.



20. HILT and DLNR agree that nothing in this Agreement to Subgrant should be construed as creating any type of partnership or joint venture arrangement or principal and agent relationship between them.

21. HILT and DLNR agree that neither party shall be deemed to be the drafter of this Agreement to Subgrant and further that in the event that this Agreement to Subgrant is ever construed by a court of law, such court shall not construe this Agreement to Subgrant or any provision herein against HILT or DLNR as the drafter.

22. Each party has thoroughly reviewed and revised this Agreement to Subgrant and has had the advice of counsel prior to the execution hereof, and the parties agree that neither party shall be deemed to be the drafter of this Agreement to Subgrant.

IN WITNESS WHEREOF HILT and DLNR have set their hands on the day and year first above written.

Approved by the Board of  
Land and Natural Resources  
At its meeting held on

\_\_\_\_\_

STATE OF HAWAII  
DEPARTMENT OF LAND AND  
NATURAL RESOURCES

By \_\_\_\_\_  
Chairperson  
Board of Land and  
Natural Resources

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Attorney General

HAWAIIAN ISLANDS LAND TRUST, a  
Hawaii nonprofit corporation

By \_\_\_\_\_

Its \_\_\_\_\_ \*

(Title)

\*Evidence of authority of HILT's representative to sign this Subgrant Agreement for MCLT must be attached.

### SUBGRANTEE'S ACKNOWLEDGMENT

STATE OF HAWAII )  
 ) SS.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the SUBGRANTEE named in the foregoing instrument, and that he/she is authorized to sign said instrument on behalf of the SUBGRANTEE, and acknowledges that he/she executes said instrument as the free act and deed of the SUBGRANTEE.

**Notary Public, State of Hawaii**

My commission expires: \_\_\_\_\_

**Notary Seal Affixed:**

**Doc. Date:** \_\_\_\_\_ **# Pages:** \_\_\_\_\_

**Notary Name:** \_\_\_\_\_ **Circuit**

**Doc. Description:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Notary Signature \_\_\_\_\_ Date \_\_\_\_\_

## **SCOPE OF PERFORMANCE**

### **Project Description**

HILT shall use funds from the North American Wetlands Conservation Act (NAWCA) Grant for land acquisition of 12.2-acres, more or less, in Kahili Beach, Kilauea, Kauai ("Property") for the protection of resource values stated in the Project Application attached hereto as Exhibit A. Property acquired with NAWCA funding from the U.S. Fish and Wildlife Service shall be held and managed in a manner designed to protect the Property's resource values in perpetuity.

### **Performance**

HILT is required to do the following:

1. HILT agrees to purchase and forever hold in fee simple the 12.2 acres, more or less, of the Kilauea Coastal Preserve consisting of the following parcel: TMK (4) 5-1-005:012 from Kilauea Bay Consortium for a purchase price of Five Hundred Thousand and No/100 Dollars (\$500,000.00). The anticipated closing date for this purchase is September 1, 2013.
2. HILT agrees to establish Kilauea Coastal Preserve on the 12.2 acres, more or less, TMK (4) 5-1-05-012.
3. FWS shall provide the Grant Funds in an amount not to exceed \$500,000.00 for purchase of the 12.2 acres, more or less, which will be designated as the Kilauea Coastal Preserve, such funds to be made available for escrow prior to the closing date.
4. As owner of the Kilauea Coastal Preserve, HILT shall:
  - a. Create an integrated Management Plan for the Kilauea Coastal Preserve that consists of:
    - i. A Maintenance and Protection Program that consists of goals, objectives and implementation steps for the protection and maintenance of conservation values inherent in the property ;
  - b. Implement the Management Plan.
  - d. Manage, conduct, and oversee the maintenance efforts specified in the Management Plan.

5. Opportunity to review and comment on the Management Plan as it is being developed shall be given to DLNR and appropriate staff allowed to participate in the planning process.

6. At the request of DLNR, HILT shall allow DLNR access to the subject property to assess compliance with the terms and conditions contained herein.

7. HILT shall not transfer, mortgage, hypothecate, or pledge the subject property or any portion thereof without the prior written approval of DLNR.

8. Consistent with cultural and environmental resource protection and public safety, and subject to the rights of native tenants, appropriate portions of the subject property, including but not limited to all of the shoreline and access thereto, shall be open to the public at reasonable days and times.

9. In the event that HILT is unable to continue operations or is otherwise unable to manage the property, subject to the approval of the State of Hawaii Board of Land and Natural Resources ("BLNR"), title to the subject property shall be conveyed by HILT to another appropriate conservation organization or agency which will continue to manage the property for the conservation values specified in the Deed. Alternatively, subject to BLNR approval, the property may be conveyed to DLNR free and clear of any liens and encumbrances not previously approved by BLNR and DLNR will continue to manage the property for the conservation values specified in the Deed. Any conveyance to DLNR shall be done *gratis* and HILT shall be responsible for any and all fees and costs associated with the conveyance. Furthermore, any transfer of interest in the property shall comply with USFWS North American Wetland Conservation Act Grant program rules.

10. The recorded Deed to HILT shall include the following language:

a. This property has been acquired with funds from the USFWS North American Wetland Conservation Act Grant. Title to the property conveyed by this Deed shall vest in HILT subject to the condition that the property shall be managed for land conservation purposes only, and shall not convert to other uses. In the event that HILT is unable to continue operations or is otherwise unable to manage the property, subject to the approval of the State of Hawaii Board of Land and Natural Resources ("BLNR"), title to the subject property shall be conveyed by HILT to another appropriate conservation organization or agency which will continue to manage the property for the conservation values specified in the Deed. Alternatively, subject to BLNR approval, the property may be conveyed to DLNR free and clear of any liens and encumbrances not previously approved by BLNR and DLNR will continue to manage the property for the conservation values specified in the Deed. Any conveyance to DLNR shall be done *gratis* and HILT shall be responsible for any and all fees and costs associated with the conveyance. Furthermore, any transfer of interest in the property shall comply with USFWS North American Wetland Conservation Act Grant program rules.

b. The Kilauea Coastal Preserve property has been acquired in part with funds from the U.S. Fish and Wildlife Service, ("Service") and the property described is subject to all the

terms and conditions of Grant Agreement Numbers between the SERVICE and DLNR. A copy of said Grant Agreements is kept on file at the offices of the SERVICE, Eastside Federal Complex, 911 N.W. 11<sup>th</sup> Avenue, Portland, Oregon 97232-4181 and at the offices of DLNR, 1151 Punchbowl Street, Honolulu, Hawaii 96813.

c. This acquisition is for the protection of threatened or endangered species habitat and for coastal wetlands habitat in perpetuity and shall run with the land to all heirs and successors.

d. When subject property is used for purposes which interfere with the accomplishment of approved purposes, the violating activities must cease and any adverse effects resulting must be remedied (43 CFR 12.71 & 50 CFR 80.14).

11. Prior to the last to occur of (1) DLNR's deposit of the Grant Funds into escrow and (2) HILT's close of escrow for acquisition of the Property, either party may terminate this Agreement to Subgrant for any reason or for no reason, by providing the other party with a minimum of thirty (30) days written notice of such termination.

12. After close of escrow for the acquisition of the Property, this Agreement to Subgrant shall remain in full force and effect.

13. DLNR must provide the FWS with an interim performance report and/or a final performance report depending on the duration of the grant(s). HILT shall provide DLNR, within 30 days of request, all necessary documentation related to FWS North American Wetland Conservation Act Grant No. HI-N11B interim and final accomplishment reports. Reporting requirements include but are not limited to the following:

a. Summary of Land Costs – HILT shall furnish a schedule showing seller, acreage, appraised value, price paid, relocation costs, and other costs for each tract. Other costs of acquisition (appraisal, negotiation, title search, land surveys, etc) may be shown as a lump sum.

b. Title Vesting Evidence – HILT shall furnish a title insurance policy or title certificate which must include a correct legal description and the acreage of the property involved. The description may be given by reference to a deed or plat, provided a copy of the document accompanies the certificate or policy. On a per-unit purchase, the exact acreage, or mileage shall be indicated.

If a Subgrantee-owned property is to be used as match, a summary table for each property used for match must be included. For each property, HILT must provide DLNR with copies of the following:

For Fee Title:

1. Copy of Recorded Deed(s).
2. Title Vesting Certificate or Title Insurance Policy (specify which is being provided);

3. Property or Plat Map, Area Map, and Location Map.

14. The FWS, DLNR, and Subgrantee have vested interest in ensuring the property is managed for the purpose of the Subgrant. For lands acquired in fee title and lands used as match for Federal funding, DLNR and FWS reserve the right to inspect said property at any time.

15. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To HILT: Hawaiian Islands Land Trust  
P.O. Box 965  
Wailuku, Hawaii 96793

To DLNR: Hawaii Department of Land and Natural Resources  
Division of Forestry and Wildlife  
1151 Punchbowl Street, Rm. 325  
Honolulu, Hawaii 96813

or to such other address as either party from time to time shall designate by written notice to the other.

16. HILT shall indemnify, defend, and hold harmless the State of Hawaii, DLNR, and the Board of Land and Natural Resources, its officers, employees, and agents, from and against any and all claims, demands, liabilities, suits actions, causes of action, judgments, costs, and expenses (including attorneys' fees) for loss, injury, death, or damage, including without limitation, claims for property damage, personal injury, or death of persons, whenever such damage, injury, loss, or death arises out of, is connected with or related to the Agreement to Subgrant or Kilauea Coastal Preserve. It is understood that the STATE shall in no way be held liable for any claims, damages, causes of action, or suits resulting from any acts or omissions of HILT in the development of the Management Plan for the Kilauea Coastal Preserve.

17. The interpretation and performance of this Agreement to Subgrant shall be governed by the laws of the State of Hawaii.

18. No person performing work under this Agreement to Subgrant, including any subcontractor, employee, or agent of HILT, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

19. HILT shall comply with all of the requirements of all municipal, state, and federal authorities and observe all municipal, state, and federal laws, now in force or which may be in force.

20. HILT and DLNR agree that nothing in this Agreement to Subgrant should be construed as creating any type of partnership or joint venture arrangement or principal and agent relationship between them.

21. HILT and DLNR agree that neither party shall be deemed to be the drafter of this Agreement to Subgrant and further that in the event that this Agreement to Subgrant is ever construed by a court of law, such court shall not construe this Agreement to Subgrant or any provision herein against HILT or DLNR as the drafter.

22. Each party has thoroughly reviewed and revised this Agreement to Subgrant and has had the advice of counsel prior to the execution hereof, and the parties agree that neither party shall be deemed to be the drafter of this Agreement to Subgrant.



Attachment 2

**TIME SCHEDULE**

This Agreement shall be in effect beginning \_\_\_\_\_, 2013. HILT shall complete acquisition of the Property and record the conveyance no later than September 1, 2013. If any of the performances required in the Scope of Performance are not completed within the time stated, HILT may be required to return all funds previously received by it pursuant to this Subgrant Agreement.

### COMPENSATION AND PAYMENT SCHEDULE

In full consideration of the services to be performed under this Subgrant Agreement, HILT and DLNR agree to the following:

- a) HILT's request for payment, in the form of an invoice, shall be delivered personally or sent by first class mail, postage prepaid to:

Hawaii Division of Forestry and Wildlife  
Department of Land and Natural Resources  
1151 Punchbowl Street, Room 325  
Honolulu, Hawaii 96813

The request for payment must be received by DLNR's Division of Forestry and Wildlife by \_\_\_\_\_. A maximum payment of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) shall be made upon:

- i. HILT's completion of the Checklist for Acquisition Subgrants attached hereto as Exhibit B;
- ii. HILT's compliance with all STATE and FWS policies and practices;
- iii. DLNR's receipt of an original invoice and copies of all bills, invoices, receipts, and a contract of sale; and
- iv. DLNR's receipt of HILT's tax clearances from the Hawaii State Department of Taxation and the Internal Revenue Service.

- b) Within thirty (30) days of acquiring the Property, but no later than \_\_\_\_\_, HILT shall submit to the STATE a copy of the recorded conveyance document transferring ownership of the 12.2 acres, more or less, Kilauea, Kauai to HILT.

- c) The total amount awarded under this Subgrant Agreement will be dependent upon the project being completed with no substantive changes to the NAWCA Project Application. DLNR and/or FWS may reduce the award if the project changes in any way that DLNR and/or FWS deem substantial. For example, a reduction in acreage, purchase price, or fair market value may be deemed substantial and sufficient justification for a reduction in the award.

Comment [nb1]:

Comment [nb2]: Julie/AG's office: Do we need a tax clearance for a subgrant?

## STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

“Agency” means and includes the State, the legislature and its committees, all executive departments boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

“Controlling interest” means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

“Employee” means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of the Hawaiian Islands Land Trust, HILT, the undersigned does declare as follows:

1. HILT ☐ is ☐ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. HILT has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Subgrant Agreement within the preceding two years and who participated while so employed in the matter with which the Subgrant Agreement is directly concerned. (Section 84-15(b), HRS).
3. HILT has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Subgrant Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Subgrant Agreement, if the legislator or employee has been involved in the development or award of the Subgrant Agreement. (Section 84-14(d), HRS).
4. HILT has not been represented on matters related to this Subgrant Agreement, for a fee or other consideration by an individual who, within

the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Subgrant Agreement. (Sections 84-18(b) and (c), HRS).

HILT understands that the Subgrant Agreement to which this document is attached is voidable on behalf of the STATE if this Subgrant Agreement was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source for the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

HILT:

By \_\_\_\_\_

(Signature)

Print Name

\_\_\_\_\_

Print Title

\_\_\_\_\_

Name of Subgrantee \_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

**GENERAL CONDITIONS FOR NORTH AMERICAN WETLAND  
CONSERVATION ACT AGREEMENTS**

1. Recordkeeping Requirements. HILT shall in accordance with generally accepted accounting practices, maintain fiscal records and supporting documents and related files, papers, receipts, reports, and other evidence that sufficiently and properly reflect all direct and indirect expenditures and management and fiscal practices related to HILT's performance under this Subgrant Agreement. HILT shall retain all records related to HILT's performance under this Subgrant Agreement for at least three (3) years after the date of submission of HILT's Final Project Report.
3. Audit of HILT. HILT shall allow the STATE and/or FWS full access to records, reports, files, and other related documents and information for purposes of monitoring, measuring the effectiveness, and assuring the proper expenditure of the grants. This right of access shall last as long as the records and other related documents are retained.
4. Nondiscrimination. No person performing work under this Subgrant Agreement, including any employee or agent of the HILT, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
5. Inspection of Property. HILT shall permit the STATE and/or FWS and its agents and representatives, at all reasonable times, the right to enter and examine the Property to ensure compliance with the terms of this Subgrant Agreement.
6. Conflicts of Interest. HILT represents that neither HILT, nor any employee or agent of HILT, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with HILT's performance under this Subgrant Agreement.
7. Compliance with Laws. HILT shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect HILT's performance under this Agreement.
8. Indemnification and Defense. HILT shall defend, indemnify, and hold harmless the State of Hawaii and the U.S. Fish and Wildlife Service, their contracting agencies, and their officers, employees, and agents from and against all liability, loss, damage, and cost, and expense, including all

attorneys' fees, and all claims, suits, and demands therefore, arising out of or in resulting from the acts or omissions of HILT or HILT's employees, officers, or agents under this Subgrant Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Subgrant Agreement.

9. Cost of Litigation. In case the STATE and/or FWS shall, without any fault on its part, be made a party to any litigation commenced by or against HILT in connection with this Subgrant Agreement, HILT shall pay all costs and expenses incurred by or imposed on the STATE and/or FWS, including attorneys' fees.
10. Relationship of Parties; Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
  - a. In the performance of this Subgrant Agreement, HILT is an "independent contractor," with the authority and responsibility to control and direct the performance required under this Subgrant Agreement; however, the STATE and FWS shall have a general right of inspection to determine whether, in the STATE's and/or FWS's opinion, HILT is in compliance with this Subgrant Agreement.
  - b. HILT and HILT's employees and agents are not by reason of this Subgrant Agreement, agents or employees of the STATE and/or FWS for any purpose, and HILT, and HILT's employees and agents shall not be entitled to claim or receive from the STATE or FWS any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state and federal employees.
  - c. HILT shall be responsible for the accuracy, completeness, and adequacy of HILT's performance under this Subgrant Agreement. Furthermore, HILT intentionally, voluntarily, and knowingly assumes the sole and entire liability to HILT's employees and agents, and to any individual not a party to this Subgrant Agreement, for all loss, damage, or injury caused by HILT, or HILT's employees or agents, in the course of their employment.
  - d. HILT shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by HILT by reason of this Subgrant Agreement, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, (iii) general excise taxes, (iv) real property taxes, and (v) conveyance taxes. HILT also is responsible for obtaining all licenses, permits, and certificates that may be

required in order to perform this Subgrant Agreement.

- c. HILT shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, Hawaii Revised Statutes, and shall comply with all requirements thereof. HILT shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against HILT have been paid and submit the same to the STATE prior to commencing any performance under this Subgrant Agreement.
- f. HILT is responsible for securing all employee-related insurance coverage for HILT and HILT's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

Comment [nb3]: Is this needed?

- 11. Payment Procedures: Tax Clearance. All payments under this Subgrant Agreement shall be made only upon submission by HILT of (i) original invoices specifying the amount due and certifying that it has completed performance in accordance with the Subgrant Agreement, and (ii) tax clearances from the Hawaii State Department of Taxation and the Internal Revenue Service.

12. Publicity.

- a. HILT shall not refer to the STATE and/or FWS, or any office, agency, or officer thereof, or any state employee, in any of HILT's brochures, advertisements, or other publicity of HILT without written permission from the Public Information Office of the State of Hawaii, Department of Land and Natural Resources and the FWS. All media contacts with HILT about the subject matter of this Subgrant Agreement shall be referred to the State of Hawaii, Department of Land and Natural Resources, Division of Forestry and Wildlife and the FWS.
- b. HILT consents to the STATE and FWS's use of HILT and the Property's name, photograph, image, or likeness in brochures, advertisements, or other publicity relating to the North American Wetland Conservation Program and other conservation related programs. The STATE and FWS shall have complete ownership of all material which is developed, prepared, assembled, or conceived for brochures, advertisements, or other publicity relating to the proposed acquisition.

13. Confidentiality of Material.

- a. All materials given to or made available to HILT by virtue of this Subgrant Agreement, which are identified as proprietary or confidential information, will be safeguarded by HILT and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
- b. All information, data, or other material provided by HILT to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, Hawaii Revised Statutes.

14. Suspension and Termination of Agreement.

- a. The STATE reserves the right at any time and for any reason to suspend this Subgrant Agreement for any reasonable period, upon written notice to HILT. Upon receipt of said notice, HILT shall immediately comply with said notice and suspend all performance under this Subgrant Agreement at the time stated.
- b. If, for any cause, HILT breaches this Subgrant Agreement by failing to satisfactorily fulfill in a timely or proper manner HILT's obligations under this Subgrant Agreement or by failing to perform any of the promises, terms, or conditions of this Subgrant Agreement, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by the STATE, the STATE shall have the right to terminate this Subgrant Agreement by giving written notice to HILT of such termination at least seven (7) calendar days before the effective date of such termination. Furthermore, the STATE may terminate this Subgrant Agreement without statement of cause at any time by giving written notice to HILT of such termination at least thirty (30) calendar days before the effective date of such termination.
- c. Upon termination of the Subgrant Agreement, HILT, within thirty (30) calendar days of the effective date of such termination, shall compile, and submit in an orderly manner to the STATE an accounting of the work performed up to the date of termination. In such event, HILT shall be paid for the actual cost of the services rendered, if any, but in no event more than the total compensation payable to HILT under this Subgrant Agreement.
- d. If this Subgrant Agreement is terminated for cause, HILT shall not be relieved of liability to the STATE for damages sustained



because of any breach by HILT of this Agreement. In such event, the STATE may retain any amounts which may be due and owing to HILT until such time as the exact amount of damages due to the STATE from HILT has been determined. The STATE may also set off any damages so determined against the amounts retained.

15. Disputes. No dispute arising under this Agreement may be sued upon by HILT until after HILT's written request to the Chairperson of the Board of Land and Natural Resources ("CHAIRPERSON") to informally resolve the dispute is rejected, or until ninety (90) calendar days after the CHAIRPERSON's receipt of HILT's written request whichever comes first. While the CHAIRPERSON considers HILT's written request, HILT agrees to proceed diligently with the performance necessary to complete the proposed project unless otherwise instructed in writing by the CHAIRPERSON.
16. State Remedies. HILT understands that in the event that it no longer meets all of the standards set forth in paragraph 1 of these General Conditions, or in the event that HILT fails to comply with any of the other requirements, provisions, or conditions set forth in this Subgrant Agreement, that the STATE and/or FWS may refuse to make further payments to HILT or may seek reimbursement for payments made to HILT under this Subgrant Agreement. In addition to the remedies set forth above, the STATE and/or FWS shall be entitled to pursue any other remedy available at law or in equity.
17. Modifications of Agreement. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Subgrant Agreement permitted by this Subgrant Agreement shall be made by written amendment to this Subgrant Agreement, signed by HILT and the STATE.
18. Notices. Any written notice required to be given by a party to this Subgrant Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid, to the CHAIRPERSON at the CHAIRPERSON's office in Honolulu, Hawaii or to HILT at HILT's address as indicated in the Subgrant Agreement. A notice shall be deemed to have been received at the time of actual receipt. HILT is responsible for notifying the CHAIRPERSON in writing of any change of address.
19. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Subgrant Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE's right to enforce the same in accordance with this Subgrant Agreement. The fact that the STATE specifically refers to one section of the Hawaii Revised Statutes, and does not include other statutory sections

in this Subgrant Agreement shall not constitute a waiver or relinquishment of the STATE's rights or HILT's obligations under the statutes.

20. Severability. In the event that any provision of this Subgrant Agreement is declared invalid or unenforceable by a court, such invalidity, or unenforceability shall not affect the validity or enforceability of the remaining terms of this Subgrant Agreement.
21. Governing Law. The validity of this Subgrant Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Subgrant Agreement, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Subgrant Agreement shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
22. Survival. HILT's obligations and the STATE's remedies shall survive the funding of the grants and the acquisition of this Property by HILT.
23. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and HILT relative to this Subgrant Agreement. This Subgrant Agreement supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and HILT other than as set forth or as referred to herein.

ATTACHMENT II. NAWCA GRANT PROPOSAL

NORTH AMERICAN WETLANDS CONSERVATION ACT PROPOSAL

PROJECT OFFICER'S PAGE

**What is the proposal title?** Island of Kauai Wetlands Acquisition and Restoration Project: Phase I

**What are the geographical landmarks for the proposal?**

- State(s): Hawaii
- County(ies): Kauai County
- Congressional District(s): 2
- Central latitude and longitude point: 22° 3N 159° 20 W

**What is the date you are submitting the proposal?** July 27, 2007

**Is an optional Matching Contributions Plan submitted with the proposal?** No

**Are you requesting that this proposal be considered as a continuation of a previous grant agreement (a Programmatic Project Proposal)?** No

**What is the status of previous NAWCA-funded proposals you have submitted in the same project area?** The state of Hawaii Department of Land and Natural Resources has never before submitted a NAWCA standard proposal.

**How many more proposals will you submit for the same project area?** Project partners expect to submit at least one more proposal for this initiative.

**What is the Project Officer's information?**

- Name: Scott Fretz
- Title: Wildlife Program Manager
- Organization: State of Hawaii, Department of Land and Natural Resources, Division of Forestry & Wildlife (DLNR/DOFAW)
- Address: Kalanimoku Building, Rm. 325  
1151 Punchbowl St.  
Honolulu, HI 96813
- Telephone number: (808) 587-4187
- Facsimile machine phone number: (808) 587-0160
- Electronic mail address: Scott.Fretz@hawaii.gov

**Will any of the NAWCA funds requested as part of the proposal be received or spent by the U.S. Fish and Wildlife Service or another Federal agency?** Yes

If yes, which agency(ies) will receive these funds and what is the fund amount:

Agency: U.S. Fish & Wildlife Service, Kauai Refuge Complex Amount: \$200,000.00

**Are carbon sequestration credits involved in the proposal?** No

If yes, please highlight and provide details in the appropriate budget narrative section.

**Do you have any comments about, or suggestions for, the NAWCA program?** No

**NORTH AMERICAN WETLANDS CONSERVATION ACT PROPOSAL SUMMARY**  
**Island of Kauai Wetlands Acquisition and Restoration Project: Phase I**

COUNTY(IES), STATE(S), CONGRESSIONAL DISTRICT(S): Kauai County, Hawaii District 2

**GRANT AMOUNT** **\$1,000,000.00**

**MATCHING PARTNERS** **\$2,057,026.32**

Grantee: State of Hawaii DLNR/ DOFAW	\$ 5,000.00
U.S. Fish and Wildlife Service, Kauai Refuge Complex (Vol. Hours)	\$ 21,895.20
Kauai Public Land Trust	\$1,800,000.00
Cvengros Family	\$ 200,000.00
Ducks Unlimited, Inc.	\$ 10,131.12
Atherton Foundation	\$ 20,000.00

**GRANT AND MATCH - ACTIVITIES, COSTS, AND ACRES** **\$3,057,026.32/ 158.1 acres**

Fee Acquired - \$500,000.00 /12 acres  
Easement donated -\$2,000,000.00/18.1 acres  
Restored - \$557,026.32 / 128 acres (Mana 105 acres, Huleia 23 acres)

**NON-MATCHING PARTNERS** **\$8,601,482.00**

The Nature Conservancy	\$ 50,000.00
Pacific Coast Joint Venture	\$ 18,500.00
National Coastal Grants Program	\$1,000,000.00
Small NAWCA	\$ 75,000.00
Recovery Lands Acquisition	\$1,631,132.00
Natural Resource Conservation Service, WHIP	\$ 251,850.00
National Oceanic Atmospheric Administration	\$1,460,000.00
State of Hawaii Division of State Parks	\$ 5,000.00
Private fee simple land donation	\$4,100,000.00
Kilauea Point Natural History Association	\$ 10,000.00

**NON-MATCH - ACTIVITIES, COSTS, AND ACRES** **\$8,601,482/ 87.5 acres**

Fee Acquired - \$3,149,632.00 / 23 acres  
Fee Simple Land Donated - \$4,100,000.00 / 5.5 acres  
Restored - \$1,351,850.00 / 59 acres  
Huleia – 23 acres (Small NAWCA)  
Kilauea – 28.5 acres (NOAA, RLA, donations)  
Mana / Kawaiee – 36 acres (NRCS)

**FINAL TITLE HOLDERS/MANAGERS AND ACREAGE:** (total of match & non-match acres)

USFWS Kauai Refuge Complex	46.0 acres (23 match/ 23 non-match)
Kauai Public Land Trust	58.6 acres (30.1 match/ 28.5 non-match)
State of Hawaii, Department of land & Natural Resources	141.0 acres (105 match/ 36 non-match)

**PROJECT DESCRIPTION:**

Although wetlands cover less than 3% of Hawaii's surface area, they are extremely important because they support both plant and animal species endemic to the Hawaiian Islands (Dahl 1990). Protection and restoration of Hawaii's remaining wetlands is essential to the recovery of the endemic waterbirds, as well as to the survival of migrant waterfowl and shorebirds that visit the islands. Kauai is considered the last strong hold for the endangered Hawaiian duck and Hawaiian goose due to the lack of Indian mongoose, an invasive mammalian predator, and populations of genetically pure Hawaiian Ducks.

This project will restore 105 acres of palustrine emergent wetland and upland coastal dune and strand habitat within Mana Plain State Wildlife Sanctuary, restore 23 acres of palustrine emergent wetland within the Huleia Unit of the Kauai National Wildlife Refuge Complex, and acquire 12 acres of

estuary habitat within the Kilauea Coastal Preserve. This project will acquire and conserve portions of a coastal estuarine wetland ecosystem to prevent losses of two nationally declining wetland types, and one regionally declining habitat type, and will restore wetland acreage on public lands that will be protected in perpetuity. The following conservation goals have been set fourth for each project:

*Kilauea Coastal Preserve:* The overall goal of the Kilauea Coastal Preserve Acquisition Project is to acquire and protect over 200 acres of Kauai's coastal wetlands and uplands in the Kilauea River Watershed. The acquisition of 12 available acres is significant in that Kilauea Point National Wildlife Refuge (KPNWR) is adjacent to the eastern land boundary of the proposed purchase area. The creation of the Kilauea Coastal Preserve, creates a contiguous protected habitat area with KPNWR and reduces habitat fragmentation for the endangered species that utilize the area. The KPNWR is a nesting and resting site for thousands of Hawaiian seabirds and the endangered Hawaiian goose.

*Mana Plain:* Restoration of native ecosystems on the Mana Plain will increase the area of palustrine emergent playa wetlands, a nationally and regionally declining wetland type on the Mana Plain by 45%. Wetlands on the Mana Plain are designated as **core** and **supporting**, essential for the recovery of Hawaii's endangered waterbirds (USFWS 2005). As a result of this project, 105 acres currently owned by the State Division of Land Management and leased for agricultural production will be transferred to DLNR/DOFAW to be protected and managed in perpetuity for conservation. This project will restore and enhance 90 acres of coastal palustrine emergent wetlands and 15 acres of coastal strand habitats. Restoration actions will support increased populations of migratory, wintering, and endemic waterbirds.

*Huleia Unit, Kauai NWR:* On the island of Kauai the Huleia Unit of the Kauai NWR is designated as a **core** wetland area, which is essential for the recovery of Hawaii's endangered waterbirds (USFWS 2005). The restoration of wetland acreage will directly benefit all of the wetlands-associated migratory and resident birds which inhabit and frequent the Huleia Unit. Removing vegetation from over-grown areas and improving water access and delivery will increase invertebrate forage, nesting sites and loafing areas for migratory and endangered endemic waterbird populations on 23 acres of palustrine emergent wetland.

#### HABITAT TYPES AND WILDLIFE BENEFITTING:

Habitat types benefiting from this project include palustrine emergent wetland, estuarine wetlands, and coastal strand and dunes. Due to increased development in the Hawaiian Islands all of these habitat types are regionally declining. The USFWS estimates that there were 22,487 acres of wetlands within coastal plains of Hawaii circa 1780. In 1990, the USFWS estimated 15,481 acres remained, a decrease of 31% (Dahl 1990). Historically, logging, agriculture, grazing, military use, fire, and urban and residential development have claimed more than half of Hawaii's native habitats (Mitchell 2005).

Six extant species of endemic Hawaiian waterbirds; Hawaiian duck, Laysan duck, Hawaiian coot, Hawaiian stilt, Hawaiian moorhen, and Hawaiian goose are federally listed as endangered, have populations fewer than 3,000 birds, and require wetlands for survival (Engilis and Pratt 1993). Nearly 30 species of migratory ducks and geese and more than 30 species of migratory shorebirds have been recorded in the Hawaiian Islands (Pyle 1977). Among the most common species of migrant waterfowl are northern pintail, northern shoveler, lesser scaup, American wigeon, and Eurasian wigeon. Migratory waterbirds have shown a marked decline from tens of thousands in the 1940s to only a few thousand in the 1990s. All of these species, endemic and migratory, will benefit from this project. In summary, the species benefiting from this project include 14 migratory shorebird species, 10 migratory waterfowl species, 2 endangered seabird species, 5 endangered endemic waterbird species, 3 threatened endemic fish species, 1 endangered bat species, 1 threatened sea turtle species, and 1 endangered monk seal species.

#### PUBLIC BENEFITS:

Public benefits include increased wildlife habitat and opportunities for wildlife-oriented recreation and environmental education, improved water quality, and increased shoreline protection, all of which will benefit the residents of Kauai. Improved water quality benefits include public recreational use of Kauai's waters and numerous local near-shore fisheries.

#### NEW PARTNERS:

The Kauai Public Land Trust, Atherton Foundation, and the Cvengros Family are new partners to NAWCA. This is the first NAWCA standard grant application ever submitted by the State of Hawaii.

## PURPOSE AND SCOPE

**What are the proposal objectives, affected habitats, and affected wildlife (especially wetland-associated migratory birds) and wetland functions?**

The primary goal of the Kauai Wetlands Acquisition and Restoration Project is to acquire, protect, preserve, maintain, and where appropriate restore the natural biological communities, including habitats, populations, native species, and ecological processes, associated with wetland ecosystems on the Island of Kauai. This project will acquire 12 acres of nationally declining estuarine inter-tidal vegetated habitat, and restore 123 acres of nationally decreasing palustrine emergent wetland and 5 acres of upland dune and coastal strand habitat 18.1 acres have already been protected via a conservation easement (see Attachment D) conserving a total of 157.1 acres of habitat on the island of Kauai. All of the projects support the waterfowl management needs of Kauai's state and federal natural resource agencies, and will provide improved wintering and migration stop over habitat for duck, geese, and shorebird species that reside and frequent the Hawaiian Islands.

The Island of Kauai and its wetland habitats (including the Kilauea, Mana and Huleia project sites) represent some of the last strong holds for two of Hawaii's endangered endemic waterbirds, the Koloa maoli or Hawaiian duck (*Anas wyvilliana*), and the nene or Hawaiian goose (*Branta sandvicensis*). These two species have a very compacted range and Kauai represents one of only two reproductively viable populations for both species, hybridization and habitat loss limit the Hawaiian duck and goose to the Big Island and Kauai. Acquisition and restoration of wetland acreage will provide additional habitat for these species and could act as a catalyst for the eventual down listing or removal of these species from the endangered species list. In addition an array of both migratory and endemic bird species will benefit from the habitat improvements undertaken in this project including the Hawaiian moorhen (*Gallinula chloropus sandvicensis*), Hawaiian coot (*Fulica alai*), the Hawaiian stilt (*Himantopus mexicanus knudseni*), all of which are listed as endangered species and depend on high quality protected wetland habitat for survival. Kauai wetlands provide resting and foraging habitat for migrants such as the northern pintail, lesser scaup, American wigeon, ring-necked duck, greater scaup, white-fronted goose, Pacific brant, redhead, canvasbacks, and all species will benefit from the improved and protected habitat. Migratory and resident shorebirds will also benefit from acquired and restored wetland habitat, including the black-crowned night heron, black-bellied plover, dunlin, greater yellowlegs, least sandpiper, lesser yellowlegs, long-billed dowitcher, Pacific golden plover, pectoral sandpiper, ruddy turnstone, sanderling, sharp-tailed sandpiper, short-billed dowitcher and the wandering tattler.

This proposal will improve overall wetland functions via habit restoration techniques and protective acquisition. Currently, wetland functions at the Huleia and Mana sites have been severely impacted due to agricultural ditching and subsequent draining. This draining has impaired habitat quality and water flow, degrading the habitat for migratory and endemic bird species and limiting recruitment of native plants. This project would help to reverse the degradation of these two sites by improving water availability and flow, in turn restoring the natural hydrology of the area. Once the natural hydrology is restored water quality and overall habitat quality will improve dramatically, as will the sites carrying capacity for wildlife species. The acquisition project within this proposal will acquire lands within the Kilauea Coastal Preserve and protect them from additional development, therein protecting the surrounding estuary and embayment from additional polluted run-off. This acquisition project will prevent contamination by precluding residential development through property acquisition.

### ***Work Plan by Site:***

#### **Mana Plain (Maps 2 & 5):**

Wetland restoration actions on the Mana Plain will include excavation of wetland basins ranging in size from 3 to 10 acres. Excavation of wetland basins will remove fill that was deliberately added and accumulated over time from prior agricultural practices on 105 acres (Map 5). All wetland basins will have shallow side slopes to increase edge habitat available for endemic and migratory waterfowl and shorebirds. Microtopography within each basin will also increase interspersed vegetation and open water. A water delivery system will be installed to allow independent water control in each wetland basin to increase management capabilities for targeting specific wetland conditions attractive to a suite of waterbird species. Management of water levels will mimic the natural historic hydrology of the Mana Plain and prevent the ingress of invasive fish species (e.g., tilapia, mosquito fish, etc.), known to harm native wetland habitats.

**Huleia Unit NWR (Maps 2 & 6):**

This project will restore 23 acres of palustrine emergent wetland habitat at the Huleia Unit of the Kauai NWR. Huleia is divided into 11 units, and units 3, 4, 7, 8 and 9 will be restored as a part of this project (Map 6). The main goal of restoration at Huleia is to create a complex of wetland habitats ranging from permanently flooded mid-high elevation ponds and reservoirs to seasonally flooded emergent vegetation and mud flat habitats on the river bottom. This diversity of habitats will increase the diversity and numbers of migratory and endemic waterbirds and shorebirds that use the site. The restoration objectives for standard NAWCA funds at Huleia NWR are as follows:

- Improve water delivery by installing a fresh water well so that wetland habitats can be managed to provide maximum benefit for Hawaiian and migratory waterbirds.
- Install 3,000 feet of piping and valves to create better water manipulation infrastructure
- Eradicate invasive vegetation species through disking and water-level manipulation on 23 acres of wetland habitat.

**Kilauea Coastal Preserve (Maps 2, 3, & 4):**

The goal of the Kilauea Coastal Preserve is to acquire over 200 acres of privately owned lands identified within the Kilauea River Watershed to effectively preserve, conserve, restore, and manage Hawaii's coastal ecosystems to perpetuate their natural characteristics, features, ecological integrity, social, economic and aesthetic values for future benefit. The strategy currently used to fulfill this goal has been to identify, acquire, and protect significant acreages of high priority coastal wetlands and habitat through fee simple title, easements, or protective agreements. The acquisition objective for standard NAWCA funds at the Kilauea site are to acquire, through fee simple purchase, 12 acres of estuary habitat that have become available for purchase (Map 4). At present a government approved appraisal is being performed, and the owner is a willing seller, once grant funds are made available acquisition will begin.

Once all available preserve properties have been acquired the Kauai Public Land Trust will work with the US Fish and Wildlife Service to integrate the Kilauea Coastal Preserve into the adjacent Kilauea Point National Wildlife Refuge (Map 3). The US Fish and Wildlife Service will be the end property owner once all available property within the Kilauea Coastal Preserve has been acquired. Once integrated into the refuge a comprehensive restoration and management plan will be developed. The management plan developed for the Kilauea Coastal Preserve Unit will be an adaptable plan developed with both short and long term goals.

**How does the proposed work form a long-term wetlands and migratory bird conservation proposal that should be funded under the North American Wetlands Conservation Act (NAWCA)?**

All lands acquired through this proposal will be protected in perpetuity and restored areas will be managed by state or federal agencies for long-term productivity of wetland dependant migratory birds and regional endemic waterbirds. These projects will have a direct effect on endangered waterbird populations and will help with the eventual down-listing and subsequent de-listing of these species. In total this project will provide 245.6 acres (combination of match and non-match acres) of restored and protected habitat on the island of Kauai.

Working in a state where development is occurring at an accelerated rate, it is imperative to place lands into conservation when ever the opportunity becomes available. The acquisition parcel (12 acres) in this proposal represents some of the most pristine estuarine and freshwater wetland habitats found on the north shore of Kauai. The combination of a land owner willing to sell and a parcel with endangered species habitat combine to create a perfect opportunity for conservation acquisition. Other project within this proposal will undertake restoration activities to restore a total of approximately 87.5 acres (non-match acreage) and will provide numerous benefits for migratory bird conservation. The restoration components included in this proposal signify the partnership's dedication to maintaining the long-term health of Hawaii's wetland habitats. This proposal also builds on long-term wetland and migratory bird conservation already completed in this focus area. There are several other project areas around Kauai (including Hanalei NWR, Kawaihau wetland, Lawai Kai, etc) which in conjunction with this project will provide several hundred acres of restored and protected wetland acres for migratory and endemic waterbirds.

**What are the linkages between the proposal and conservation objectives of the following programs/plans and other international migratory bird and wetlands conservation programs/plans: North American Waterfowl Management Plan, Partners in Flight, U.S. Shorebird Conservation Plan, and North American Waterbird Conservation Plan? How do proposal activities address specific habitat priorities stated in these conservation plans? If there are no direct linkages to conservation plans, how and why was the proposal was developed?**

In addition to providing habitat for numerous endangered species, this project will fulfill objectives and goals outlined in several national and regional management plans, including:

Management Plan or Effort	How project meets plan goals
2004 North American Waterfowl Management Plan	<p>Project areas provide habitat for 3 high priority waterfowl species including the northern pintail, lesser scaup, mallard, and pacific brant; 5 moderately high priority species, canvasbacks, American wigeon, redhead, Hawaiian duck and Laysan duck; 2 moderate priority waterfowl species, ring-necked duck and Pacific Brant.</p> <p>The purpose of the Plan is to sustain abundant waterfowl populations by conserving landscapes, through partnerships that are guided by sound science. This project will fulfill this goal by funding a multi-partner wetland conservation initiative that will acquire and restore habitat for priority waterfowl species.</p> <p>Strategic Guidance identifies population objectives for Hawaiian duck at 5,000 and Hawaiian goose or nene at 2,800. These goals could be reached with 158.1 acres of habitat acquisition and restoration funded by this project.</p>
Partners in Flight	<p>Although the state of Hawaii does not have a specific Partners in Flight state plan, this project does contribute to one overarching goal of Partners in Flight, to “keep common birds common” and this project will do that by providing improved habitat for both migrant and endemic species.</p> <p>The Hawaiian variety of the short-eared owl is the only species covered in the plan. The acquisition of lands within the Kilauea coastal preserve will provide protected foraging habitat for Hawaii’s native owl, the only native owl species found in the Hawaiian islands.</p>
US Shorebird Conservation Plan	<p>All three project areas contain the Hawaiian stilt, a highly imperiled shorebird species as well as several species of high concern including the bristle-thighed curlew, short-billed dowitcher, ruddy turnstone, Sanderling, and dunlin. Restoration projects will provide additional habitat and could help to increase populations of all of the above listed species. Kauai is the last strong hold for the Hawaiian stilt, as populations are largest on this island. Additional habitat could help recover these species and lead to a down-listed status.</p>
2002 North American Waterbird Conservation Plan	<p>Plan states that conservation action should emphasize protection and management of all available aquatic habitats. Those sites and areas found to be of particular importance to waterbirds, already subject and conducive to active management, or containing vulnerable species should be the highest priority.</p> <p>The acquisition parcel harbors two highly imperiled waterbird</p>



	<p>species including the Newells shearwater and the Hawaiian Petrel, while all three sites provide habitat for the Black crown night heron, a species of moderate concern.</p> <p>Our project goals are to protect, restore, and manage sufficient high quality habitat and key sites for waterbirds throughout the year to meet species and population goals.</p>
2004 U.S. Pacific Islands Regional Shorebird Conservation Plan	Calls for “habitat restoration, vegetative clearing and long-term management” of habitats for priority shorebird species including the Hawaiian stilt and the Pacific golden plover both of which utilize all three proposal project areas on Kauai.
2005 Draft Revised Recovery Plan for Hawaiian Waterbirds	Identify both Huleia NWR and Kawaiiele wetlands as “core wetland” and Mana wetlands as “supporting” providing critical habitat essential for supporting larger populations of Hawaiian waterbirds that comprise the bulk of the numbers prescribed for recovery. Both areas will be restored as part of this project proposal, and this additional habitat will help to expedite the down-listing of these species.
2005 Pacific Coast Joint Venture Strategic Plan	Goal is to improve water delivery so that Kauai wetland habitats (especially Mana Plain and Huleia NWR) are managed to provide maximum benefit for Hawaiian waterbirds.
2004 Migratory Bird Program Strategic Plan	Lists Hawaiian duck, Laysan duck, Hawaiian coot, nene, Hawaiian moorhen and Hawaiian stilt as birds of management concern. All species inhabit Kauai’s wetlands and the Laysan may be re-introduced in the future. This project would provide additional protected and restored habitat for all endemic and migratory waterbirds in Hawaii.
2005 State of Hawaii Comprehensive Wildlife Conservation Strategy	Goal is to protect, restore, and manage native wetland habitats for the recovery of native/ endemic species. Plan also lists all Hawaiian waterbird and migratory waterbirds as species of high conservation concern, suggesting habitat protection and restoration as the most effective means of population recovery.
2005 Ducks Unlimited International Conservation Plan	Increase all endangered waterbird populations above 2,000 individuals, with the exception of the Laysan duck where a goal of tripling the current population is feasible. This project will help reach this goal by providing additional wetland habitat that can accommodate higher populations of endangered waterbird species.
2004 Draft Revised Recovery Plan for the Nene or Hawaiian goose ( <i>Branta Sandvicensis</i> )	States that self-sustaining populations of nene need to persist on Kauai for 15 years so that down listing can occur. Recovery actions include identifying and protecting nene habitat. This project will provide additional nene habitat, providing area for self-sustaining populations and contributing to species recovery.
2004 Draft Revised Recovery Plan for the Laysan duck( <i>Anas laysanensis</i> )	One goal is to restore the Laysan duck to multiple self-sustaining populations in suitable habitats in the Northwestern and Main Hawaiian Islands such that the protections of the Endangered Species Act are no longer necessary. Huleia NWR is identified as an appropriate place for translocation. Restoration activities at Huleia could accelerate the timeline for Laysan duck re-introduction and could help contribute to down-list.
2003 State of Hawaii Wetlands Resource Plan	Implements strategies identified for wetland protection and

	wetland recreation. This proposal would fulfill both objectives by restoring wetlands and providing community based education activities once sites are restored.
2005 USFWS Seabird Conservation Plan	Acquisition will provide newly protected habitat for two endangered seabird species, the Hawaiian petrel and Newells shearwater. Both of these bird nest in mountain habitat found in the upper Kilauea River watershed. Stopping development of the estuary will prevent power poles from being erected securing a collision free corridor for the birds to travel. Prevention of development will prevent bird attraction to lights, a major cause of mortality for fledging shearwaters and petrel.
U.S. 2000 National Action Plan to Conserve Coral Reefs	Plan objective is to reduce the adverse impacts of human activities upon coral reefs. This project will reduce habitat degradation of Hawaiian coral reefs by improving wetland habitat which act as filters improving coastal water quality.

**If the proposal is part of a larger multi-phase or landscape level project, how does it fit into the larger effort?**

This proposal is the first phase of a NAWCA initiative on the island of Kauai to support the management of publicly owned conservation sites with the acquisition and subsequent restoration of private lands. The acquisition portion of this proposal will purchase 12 acres of private lands for addition to the Kilauea Coastal Preserve. The Kilauea Coastal Preserve is part of a patchwork quilt of managed areas being developed to protect rare and endangered species in the Kilauea River Watershed that includes State and County managed lands, a U.S. Fish and Wildlife Service National Wildlife Refuge, and private land partners, all managed to include protection for native ecosystems. The acquisition of land within the Kilauea Coastal Preserve will create a significant corridor of protected contiguous habitat located within the habitat range of the four endangered Hawaiian waterbirds and the Hawaiian goose.

The restoration activities included in this proposal will restore natural hydrology to approximately 128 acres within a National Wildlife Refuge (23 acres at Huleia NWR) and a State Wildlife Sanctuary (105 acres at Mana Plain). These activities will lead to landscape level improvements that will support the Hawaiian waterbird recovery plan. Recovery plans delineate reasonable actions that are believed to be required to recover and protect listed species. The most important cause of decline of the four species of endangered Hawaiian waterbirds is loss of wetland habitat. The Hawaiian Waterbird Recovery Plan's primary goal is to protect and manage core and supporting wetland habitats in order to maximize productivity and survival of endangered waterbirds. The restoration of two project sites (Huleia listed as a core wetland and Mana listed as supporting wetlands in the Hawaiian waterbird recovery plan) will facilitate the larger effort of species recovery across the Hawaiian Archipelago.

**How is the proposal unique from, or complementary to, previously funded proposals?**

This is only the second standard NAWCA proposal ever submitted for the Hawaiian Islands. This project proposal complements the first NAWCA funded in Hawaii (Hawaii Wetland –Oahu) as it continues to implement successful wetland restoration projects for the recovery of Hawaiian and migratory waterbird species, while involving a diverse array of state, federal and local partners. This proposal is unique because it features two local community entities (Kauai Public Land Trust and the Cvengros Family) that are new partners and are providing 97% of the proposal match.

**How did you determine the proposal boundaries?**

Proposal boundaries were determined based on meetings with state and federal agencies (USFWS, PCJV, DLNR/DOFAW, etc.), as well as priorities laid out in several management plans including the USFWS Hawaiian Waterbird Recovery Plan and the Pacific Coast Joint Venture Hawaii Strategic Plan.

**What are the threats and special circumstances that make NAWCA funding important at this time? Will any partner match be lost if the proposal is not funded?**

NAWCA funding is critical at this time to match the private donations from several organizations and optimize the amount of habitat that will be protected. The majority of the match (\$2,000,000.00) for this proposal will expire if the project is not funded at this time. The present opportunity to acquire 12 acres for protection and rehabilitation is of paramount importance as there are factors present that are often rare in combination: a willing seller, strong commitments from private donors, beautiful coastal wetland and associated costal and estuary areas, adjacent healthy reef and clean waters, Hawaiian cultural sites and definite opportunities to expand endangered species habitat. In addition there is intense development pressure on the acquisition parcel, especially since beach front property is a rare commodity on the island of Kauai. The 12 acre parcel included in this project is currently for sale and the owners of the parcel would like to see a conservation organization purchase the property. However, if the owners cannot get some type of good faith showing regarding our agencies intent on purchasing the property by January 2008 they will list the property with a real estate agency and allow public purchase. If this parcel is lost to development it can never be returned to conservation.

**What are the current public and private uses of lands in the proposal area and are you proposing any changes?**

We are not proposing any changes to the current public and private uses of these parcels. The only change at the Mana Plain project site will be transition of land and land management responsibility from the DLNR Division of Lands to the DLNR Division of Forestry and Wildlife. The only change to the Kilauea acquisition parcel will be that the land ownership will change from private to public, benefiting the local community and wildlife species.

**Will you allow public access? Will you limit the number of people permitted access or the season of access?**

The property acquired will be managed primarily for habitat improvement and species recovery. Public uses on the State Wildlife Sanctuary and Refuge parcel have been identified in respective management plans. All projects will have volunteer opportunities as a way to up-keep implemented habitat improvements. The public will be able to use the sites for educational and interpretive purposes.

**Has the public been informed about the proposal? Have landowners been contacted? If applicable, what is the willingness of landowners to sell properties?**

Many of the supporters of the Kauai Public Land Trust and residents of Kilauea have been educated about the value of conservation in the Kilauea community, including the purchase of private lands in order to preserve habitat for fish and wildlife species. USFWS has conducted several public meetings within the Kilauea Community to inform residents about the land acquisition project for the expansion of the Kilauea Point National Wildlife Refuge. A draft environmental assessment (see Attachment E) was developed in May 2007, the plan was put out for public comment and all comments were addressed in July 2007. The draft environmental assessment for the acquisition project found that there would be no significant or negative impact to the area and its wildlife. We have received support from all of the partners in this proposal. All of the landowners identified in this proposal have been contacted and are very willing to support the goals and objectives of this proposal. In addition the Mayor of Kauai is very supportive of the acquisition project and wants to see more land on the island of Kauai be placed into conservation and green space projects.

At Mana Plain, DOFAW has worked with local students as part of a volunteer program to restore wetland habitats at Kawaele, the non-match track adjacent to the Mana Plain Tract. The state will continue to use local volunteers to assist with wetland restoration on the proposed Mana Plain Track.

**ACQUISITION BUDGET JUSTIFICATION – \$9,749,632.00 and 58.6 acres**  
**Grant - \$500,000.00      Match - \$2,000,000.00      Non-Match - \$7,249,632.00**

**When will each fee tract be acquired and what are the costs? If some tracts are not yet identified, explain why and the method to be used to select tracts during proposal implementation.**

Tract	Month, year when fee acquisition will occur	Total \$
Parcel A - 12 acre Kilauea River Parcel	December 2009	\$438,334.00
Parcel E – 20 acre beach parcel	December 2008	\$1,689,632.00
Parcel C – 3 acre beach/estuary parcel	Completed, December 2003	\$1,460,000.00

**When will each fee donation occur, who are the donors and recipients, and what are the costs?**

Tract	Month, year when fee donation will occur	Donor	Recipient	Total \$
Parcel D – 5.5 acres	Completed, fee title acquired in December 2003	Zweben Family	Kauai Public Land Trust	Appraised value \$4,100,000.00

**When will each easement donation occur, who are the donors and recipients, and what are the costs?**

Tract	Month, year when easement donation will occur	Donor	Recipient	Total \$
Parcel F – 18.1 acre	Completed, conservation easement acquired in December 2005 (land value used as match)	Cvengros Family	Kauai Public Land Trust	Appraised value \$2,000,000.00

**For each tract acquired or donated in fee or easement, what is the cost per acre, what method did you use to determine costs, how do you know the costs are reasonable, and explain unusually high costs or large differences between per acre value of match and grant tracts or fee and easement tracts?**

**Fee Purchase Parcels**

Parcel A – cost per acre estimated to be \$58,333.00  
Parcel E – cost per acre estimated to be \$84,481.60  
Parcel C – cost per acre estimated to be \$486,666.00

**Fee Simple Donation Parcels**

Parcel D – cost per acre estimated to be \$745,454.00

**Easement Donation Parcels**

Parcel F – cost per acre estimated to be \$154,696.00

For the two parcels to be purchased in fee (Parcels A and E) a government approved yellow book appraisal was used to determine property values. The Hallstrum Group is the only firm in Hawaii certified to perform Yellow Book appraisals as they were trained by government appraisers to do so. All costs estimated for proposed acquisitions were determined based on a fair market appraisal and the cost of recent land sales in the general area.

Property in Hawaii is some of the most expensive in the nation, and the north shore of Kauai boasts some of the highest real-estate costs within the state. Parcel C and D have much higher per acre values when compared with other easement and fee acquired parcels. This higher value is based on the fact that these two properties are beach front on the island of Kauai, the island with the highest real-estate costs within the Hawaiian Islands, and both have the infrastructure and access for development to occur on the property. Parcels A, E and F do have some beach access, however these parcels have less area for development as some of the property is, completely submerged (Parcel A), include coastal bluffs and cliffs (Parcel E) and have un-developable wetland acreage contained within the parcel.

**If a tract is donated, how does the donation increase resource values or degree of protection/management of wetlands (NA if donation is from a private landowner to a conservation organization)?**

Private land owner (Zweben Family) donated 5.5 acres to Kauai Public Land Trust a land conservation organization.

**Will acquisition of any tracts be credited to wetlands mitigation banks or be used to satisfy wetlands mitigation requirements? No**

**What is the term/length of each easement? Perpetuity**

**What organization will monitor each easement? The Kauai Public Land Trust**

**Who will each easement revert to in the event the primary easement holder ceases to exist?**

The U.S. Fish and Wildlife Service, Kauai Refuge Complex

**Have you adopted the Land Trust Alliance or other easement monitoring standards?**

The Kauai Public Land Trust was formed in 1988 and has adopted the 2004 Land Trust alliance standards and practices.

**Is there a stewardship endowment dedicated to the project area for each easement? How much? No**

**What are the restrictions, allowed structures, allowed activities and reserved rights for each easement?**

Tract	Term	Monitoring Organization	Reversionary Organization	Monitoring Standards	Stewardship Endowment
Parcel F 18.1 acres (see attached easement)	perpetuity	Kauai Public Land Trust	"Qualified organization" such as U.S. Fish and Wildlife Service State of Hawaii	Land Trust Alliance	None
<b>Restrictions:</b> No subdividing, structures, alteration of land, erosion or water pollution, alteration of water courses, waste disposal and off-road vehicles are all prohibited under the donated conservation easement. <b>Allowed structures:</b> No structures allowed on any of the donated conservation easements. <b>Allowed activities:</b> Agricultural practices like the raising of crops is allowed, however grazing is prohibited. <b>Reserved rights:</b> N/A					

**What work will be done, when, and on what tract(s) through the APPRAISALS & OTHER ACQUISITION COSTS budget (e.g., contract costs, closing costs, surveys, etc.) and how did you determine the costs? If some tracts are not yet identified, explain why and the method to be used to select tracts during proposal implementation.**

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Tract
Appraisals and Closing Costs	LS	\$45,000.00	\$45,000.00	2008 – 2009	Parcel A
Project administration	LS	\$16,666.00	\$16,666.00	2008 – 2010	Parcel A
TOTAL COSTS	NA	NA	\$61,666.00	NA	NA

**How do you know the costs are reasonable and what other information justifies the APPRAISALS & OTHER ACQUISITION COSTS budget?**

All of these cost estimates are based on actual costs for similar work completed on other project parcels within the Kilauea Coastal Preserve, and similar acquisition projects on the Island of Kauai. Project management will be performed by State of Hawaii, DLNR/DOFAW administrative staff and costs are based on other project management costs assessed to similar wetland restoration projects.

**RESTORATION BUDGET JUSTIFICATION – \$1,908,867.32 and 187acres**  
**Grant - \$500,000.00    Match - \$57,026.32    Non-Match - \$1,351,850.00**

**What work will be done, when and on what tract(s) through the CONTRACTS budget and how did you determine costs? If some tracts are not yet identified, explain why and the method to be used to select tracts during proposal implementation.**

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Tract
Hydrologic Model	Lump Sum (LS)	\$50,000.00	\$50,000.00	July 2008	Mana Plain
Wetland Excavation	69,000 Cubic yards	\$20.00 per c/y	\$1,382,201.32	June 2010	Mana Plain
Well Drilling & Installation	LS	\$120,000.00	\$120,000.00		Mana Plain
Water delivery system infrastructure	LS	\$61,667.00	\$61,667.00	June 2011	Mana Plain
Water delivery system infrastructure	LS	\$61,667.00	\$61,667.00		Huleia
Well Drilling & Installation	LS	\$120,000.00	\$120,000.00	August 2009	Huleia
<b>TOTAL COSTS</b>	NA	NA	\$1,795,535.32	NA	NA

**How do you know the costs are reasonable and what other information justifies the CONTRACTS budget?**

These costs are either the real cost of accomplishing restoration work or estimated using the costs associated with other current wetland restoration projects taking place within the Hawaiian Islands. Prices for well installation were taken from a similar project with comparable sized wells and casings conducted at Kealia Pond National Wildlife Refuge, Maui. An Oahu based engineering firm provided a price quote to produce a hydrologic model for the Mana Plain restoration site. The cost per cubic yard of wetland excavation at the Mana Plain was extrapolated from a similar project on Kauai (the Kawaihau WRP Restoration Project). The cost of water delivery infrastructure was calculated using one local (James Campbell National Wildlife Refuge, Oahu) and several national projects with similar water delivery objectives.

**What work will be done, when and on what tract(s) through the MATERIALS & EQUIPMENT budget, what will be purchased, and how did you determine costs? For plantings of seeds or seedlings are to be planted, what seed or plant species will be planted and what percentage of each species is in the total planting?**

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Tract
Piping	LS	\$20,000.00	\$20,000.00	2010	Huleia
<b>TOTAL COSTS</b>	NA	NA	\$20,000.00	NA	NA

**Are costs pro-rated and how do you know that costs are reasonable? What other information justifies the MATERIALS & EQUIPMENT budget?**

These costs are the real costs to install and purchase 3,000 feet of high pressure plastic underground irrigation water conveyance pipeline (Cost approximately \$6.00 per foot before installation according to NRCS WHIP program specifications).

**What work will be done, when and on what tract(s) through the NON-CONTRACT PERSONNEL budget and how did you determine the costs? If some tracts are not yet identified, explain why and the method to be used to select tracts during proposal implementation.**

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Tract
Restoration technician	Annual cost	\$60,000.00	\$60,000.00	2009 - 2010	Huleia
Project Management	2X Annual cost	\$16,666.00	\$33,332.00	2008 - 2010	Mana Plain & Huleia
<b>TOTAL COSTS</b>	NA	NA	\$93,332.00	NA	NA

**How do you know costs are reasonable and what other information justifies the NON-CONTRACTS PERSONNEL budget?**

The cost for the Restoration technician is based on the salary of the current technician that works with the Kauai Refuge Complex. Project management will be performed by State of Hawaii, DLNR/DOFAW administrative staff and costs are based on other project management costs assessed to similar wetland restoration projects.

**Will restoration of any tracts be credited to wetlands mitigation banks or be used to satisfy wetlands mitigation requirements?** No

**Are there any other restoration costs shown in the Budget Table that are not described above?** No

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**TECHNICAL ASSESSMENT QUESTION 1**

**How does the proposal contribute to the conservation of waterfowl habitat?**

**HIGH PRIORITY SPECIES** Tule Greater White-fronted Goose, Dusky Canada Goose, Cackling Canada Goose, Southern James Bay Canada Goose, Northern pintail, Mottled Duck, American Black Duck, Mallard, Lesser Scaup, Greater Scaup

Nearly 30 species of migratory ducks and geese utilize habitat within the Hawaiian Islands, including five of the high priority migratory waterfowl species listed above. Priority species such as the northern pintail, lesser scaup, greater scaup, mallard and cackling goose have all been observed wintering within wetland habitats on the island of Kauai within the last 4 years (USFWS Biologist Brenda Zaun pers. comm.. 2006). Pintails and scaup, are relatively common migrants at the Kauai NWR during migratory and wintering periods (October – February).

The following high priority species, identified by NAWMP and included in several national bird management plans, will benefit from restoration and acquisition projects on Kauai:

Species	Recognized by Plan*	Priority**	How project improves habitat quality	Benefits***
Greater scaup	NAWCA, NAWMP	H	Increases extent of area of wetland habitat, interspersed of open water and vegetation and forage resources for all 3 species.	M, W
Lesser scaup	NAWCA, NAWMP	H		M, W
Northern pintail	NAWCA, NAWMP	M		M, W
Mallard	NAWCA, NAWMP	H	Increased wetland habitat will provide additional wintering/foraging area for this species.	M, W
Cackling goose		P	The restoration of native plant communities will provide additional forage for these wintering migrants.	M, W

\* = Recognized in the following plans = NAWCA priority species, North American Waterfowl Management Plan (NAWMP); USFWS Recovery Plan (USFWS);

\*\* = Priority = H = high (NAWMP); M = Moderate (NAWMP); P = Priority species (USFWS); C = Special concern RI DEM

\*\*\* Benefits gained from habitat restoration during B = breeding, M = migration, W = wintering seasons

**How proposal will aid in meeting objectives of waterfowl conservation plans:**

Protection and restoration of Hawaii's wetlands are essential to the recovery of endemic waterfowl as well as visiting migrant waterfowl. Acquisition and subsequent protection and restoration of the project tracts furthers several ecosystem and species management efforts including: the **Pacific Coast Joint Venture (PCJV) Hawaii Strategic Plan** whose mission is to facilitate ecosystem conservation through protection, restoration, enhancement and management, advocacy, and outreach. This plan specifically lists Mana Plain, Huleia NWR and the Kilauea River as important habitat areas for migratory and endemic waterfowl. The strategic plan provides restoration actions for each project area that include:

**Mana Plain** - Restore 136 acres of newly designated conservation lands to high quality wetland habitats, where wetland function can exceed that provided by the current systems of ditches and reservoirs.

**Huleia Unit Kauai NWR** - Improve water delivery at Huleia so that wetland habitats are managed to provide maximum benefit for Hawaiian waterbirds.

**Kilauea River** – Acquire available wetland and estuary acreage in order to provide additional protected habitat for the recovery of Hawaiian waterbirds.

This NAWCA project proposal was guided by the conservation objectives listed within the PCJV Hawaii Strategic Plan, therefore this project will complement the plan by implementing the recommended conservation objectives laid out for each project site.

One goal of the **Hawaii Comprehensive Wildlife Strategy** (Hawaii CWCS) is to protect the ability of wintering waterfowl to survive while in Hawaii and to return in good condition to breeding grounds in North America. The plan lists four species of migratory waterfowl, including northern pintails and lesser scaup and three species of endemic waterfowl as species of **Greatest Conservation Need**. Statewide and island-specific conservation actions that benefit migratory and wintering waterfowl include: protection of current habitat, and protection and restoration of additional wetland habitat, especially where it can be reclaimed from abandoned urban or agricultural uses. Wetlands at Mana Plain and Huleia were historically used for agriculture, and once restored, will further the goal of reclaiming wetland habitat. This project will protect and restore wetland habitat on Kauai which will provide foraging and resting habitat for migratory waterfowl, therefore helping to achieve goals set forth in the Hawaii CWCS.

The objective of the **North American Waterfowl Management Plan** (NAWMP) is to maintain or restore traditional distributions of waterfowl in North America, consistent with long-standing patterns of waterfowl utilization. Waterfowl habitat conservation is a major component necessary to recover populations of migratory waterfowl that once numbered in the tens of thousands during the 1940s and 1950s (Medeiros 1958, Swartz and Swartz 1949) with northern pintails accounting for the majority of migrating and wintering waterfowl. Accounts prior to the 1950s focused on endemic and stray visitors, but descriptions from the early 1900s described wintering and migratory waterfowl as “numerous” and “common.” Band recoveries during the 1950s, documented that migrant and wintering pintails in Hawaii came from Alaska, Washington, Oregon, Montana, California, Nevada and three Canadian provinces, British Columbia, Alberta, and Saskatchewan. Medeiros (1958) concluded that there was strong evidence for a traditional migratory corridor to Hawaii. This is further supported by the presence of indigenous wetland vegetation, transported by migratory birds to Hawaii at rates high enough to prevent extensive speciation as so commonly occurred with other native species of Hawaiian plants.

**How many individuals/pairs will use the proposal area and for what life cycle stage and whether this is an improvement in population numbers over the current situation:**

A fairly common visitor to the Main Hawaiian Islands, northern pintails are usually present each year in the low hundreds. State Waterbird surveys from 1986 to 2003 averaged  $190 \pm 29$  (SE) pintails per year wintering in the Hawaiian Islands. During winter, northern pintails utilize a variety of shallow inland freshwater and inter-tidal habitats, typically shallow wetlands with little emergent cover. This estimate is drastically less than reported during the 1940s, when several thousand pintails would winter throughout the main Hawaiian Islands. This decrease in the wintering pintail population coincides with increased development in the coastal lowlands and subsequent loss of shallow coastal wetlands frequented by pintails. Protection and restoration of coastal wetlands identified in this proposal is expected to increase wintering pintail population estimates by at least 50%, increasing the wintering population to 300 individuals.

Lesser scaup surveys (by USFWS) from 1955 through 1995 yield an average breeding population estimate of  $5,512,445 \pm 147,090$  (SE) in North America (the most abundant diving duck in the region), with winter population estimates declining by about half since the 1960s. A fairly common visitor to the Main Hawaiian Islands, Hawaii State waterbird surveys of lesser scaup from 1986 to 2003 have averaged  $55.7 \pm 20.4$  (SE) birds. The size of the entire scaup population (primarily composed of lesser scaup, see Table 2) has declined over the past decade, continuing a long-term decline that has heightened concerns about these species. Restoration of wetland habitats in this proposal will provide habitat to maintain current population estimates and eventually increase the wintering population by 100% supporting 100 wintering scaup.



Although both the cackling Canada goose and greater scaup have been observed in the Hawaiian Islands, accurate migratory and wintering population estimates are unavailable. Both species will benefit from restoration of Huleia and Mana as these areas will increase available wintering wetland habitat. Increased wintering populations will be accommodated by these restoration projects.

**How proposal will impact species and improve habitat quality (describe before- and after-proposal environment):**

Northern pintails, which breed in Alaska, are known to migrate non-stop to Hawaii, a distance of approximately 2,500 miles. Because pintails can lose up to ½ of their body mass during migration, the availability of wetland habitat with foods high in carbohydrates is essential to regain lost body mass. Wetland restoration projects at Mana and Huleia will increase the availability of important food sources, including native species of bulrush, salt grass, spike rush, and pondweeds, as well as aquatic insects. These food sources are also essential for endogenous food reserves necessary for pintails to successfully complete spring migration and successfully breed at northern latitudes.

During winter, northern pintails utilize a variety of shallow inland freshwater and inter-tidal habitats, typically shallow wetlands with little emergent cover. Currently, the Mana tract is completely devoid of natural wetland habitats during the winter. High rainfall events may create temporary flooded habitat for approximately 1 month, but not long enough to sustain wintering populations of waterfowl. Important food sources, such as bulrush, are currently sparse and limited to edges of ditches and reservoirs. Other plant species, such as salt grass, have been completely extirpated from the site. The Huleia tract is currently dominated by invasive vegetation so densely overgrown that it prohibits use by wintering waterfowl. Restored habitats at the Mana and Huleia tracts will provide shallowly flooded foraging areas throughout the wintering period with an interspersed of native food sources and open water attractive to pintails. Invasive species, which limit the germination of waterfowl food sources and prohibit waterfowl use of habitat, will be removed. Protection of the wetland habitat on the Kilauea tract will provide additional tidally influenced riverine habitats available for pintails.

During winter, lesser scaup frequent bays and estuaries, foraging in a variety of water depths. The Huleia and Kilauea tracts are directly connected to large river systems on Kauai. Currently, the Kilauea tract is threatened by development and the associated increased non-point source pollution, including polluted runoff and sedimentation. Protection of the Kilauea tract will maintain current unimpaired water quality conditions, contributing to a functional wetland ecosystem that supports aquatic insects, fish, and shrimp, important food resources for wintering scaup. Restoration actions at the Huleia tract will clear invasive vegetation to create open water habitats adjacent to the Huleia River. Reestablishment of extirpated native food sources at the Mana tract, will increase the structure of vegetation available for colonization by aquatic insects and mollusks, common food sources for lesser and greater scaup. Management of water levels at Huleia and Mana tracts will provide a diversity of wintering habitats suitable for both scaup species and pintails.

**Importance of each tract or logical groupings of tracts shown on maps in the proposal to the species (if tracts are not yet identified, explain what procedure will be used to ensure that high quality habitat is targeted):**

The acquisition parcel and two restoration tracts (Maps 2, 4, 5, & 6) were chosen because of their unique potential for conserving and restoring critical migratory bird habitats that also have a significant benefit for many other fish and wildlife populations. Project tracts are dispersed across the island of Kauai, increasing the potential to restore and manage habitat for migrating and wintering waterfowl at a landscape level. All project tracts are located in areas historically known to support large wetland complexes associated with estuarine, palustrine, and riverine environments. In addition, the island of Kauai lacks the Indian mongoose (an invasive mammalian predator that has decimated Hawaii's ground nesting bird species), thereby reducing predation pressures on migratory and wintering waterfowl.

**OTHER PRIORITY SPECIES** Pacific Greater White-fronted Goose, Wrangel Island Snow Goose, Atlantic Brant, Pacific Brant, Wood Duck, Redhead, Canvasback, Ring-necked Duck, Common Eider, American Widgeon

Five of the other priority species listed above will benefit from the projects that will be delivered in this proposal and include; redhead, canvasback, ring-necked duck, American widgeon, and Pacific brant. Two brant species have been observed at Kauai NWR, and at least 2 individuals over-wintered at the refuge for a 4 month period.

**How proposal will aid in meeting objectives of waterfowl conservation plans:**

Benefits of restoration and acquisition to bird plans are listed above.

The following other priority species, identified by NAWMP and included in several national bird management plans, will benefit from restoration and acquisition projects on Kauai:

Species	Recognized by Plan*	Priority**	How project improves habitat quality	Benefits***
Canvasback	NAWCA, NAWMP	M	Restoration will improve availability of submerged aquatic vegetation which is an important staple in wintering waterfowl diets	M, W
Redhead	NAWCA, NAWMP	M		M, W
Ring-necked duck	NAWCA, NAWMP	M		W,M
American widgeon	NAWCA, NAWMP	M		M, W
Pacific brant	NAWCA, NAWMP	M	Acquisition will provide additional protected habitat for wintering waterfowl. Once acquisition parcel is acquired management will be undertaken to decrease predator populations in the area reducing predation pressure on waterbird populations.	M, W

\* = Recognized in the following plans = NAWCA priority species, North American Waterfowl Management Plan (NAWMP); USFWS Recovery Plan (USFWS);

\*\* = Priority = H = high (NAWMP); M = Moderate (NAWMP); P = Priority species (USFWS); C = Special concern RI DEM

\*\*\* Benefits gained from habitat restoration during B = breeding, M = migration, W = wintering seasons

**How many individuals/pairs will use the proposal area and for what life cycle stage and whether this is an improvement in population numbers over the current situation:**

The average breeding population of American widgeon is approximately 2.62 million birds for North America based on U.S. Fish and Wildlife Service surveys from 1955 through 1997. The 1997 estimate was  $3,117,600 \pm 161,600$  (SE), about 19 percent higher than the long-term average. In Hawaii, State Waterbird Surveys of American Widgeon from 1986 to 2003 averaged  $19.5 \pm 8.4$  (SE) birds throughout the main Hawaiian Islands. Restoration actions are expected to increase the population of wintering American widgeon by 200% to 60 individuals.

No population estimates are available for Canvasback, Redheads, or Ring-necked Ducks wintering in Hawaii. These species will all benefit from acquisition and restoration projects within this proposal, as they will provide additional quality wetland habitat for wintering waterfowl populations.

**How proposal will impact species and improve habitat quality (describe before- and after-proposal environment):**

American widgeon winter in a variety of habitat including freshwater marshes, rivers, estuaries, and salt water bays. Currently, the Mana tract is completely devoid of natural wetland habitats during the winter. High rainfall events may create temporary flooded habitat for approximately 1 month, but not long enough to sustain wintering populations of waterfowl. Important food sources, such as bulrush, are currently sparse and limited to edges of ditches and reservoirs. Other species, such as salt grass, have been completely extirpated from the site. The Huleia tract is currently dominated by invasive vegetation so densely overgrown that it prohibits use by wintering waterfowl; hence this invasive vegetation will be removed. Restored habitats at the Mana and Huleia tracts will provide shallowly flooded foraging areas throughout the wintering period. These food sources are essential for endogenous food reserves necessary for migratory waterfowl to successfully complete spring migration and successfully breed throughout continental North America. Protection of the wetland habitat on the Kilauea tract will provide additional tidally influences riverine habitats and inter-tidal estuarine habitats available for American widgeon.

The three diving duck species benefiting from this project, ring-necked ducks, canvasback, and redheads, winter in a variety of habitats ranging from riverine floodplains, estuaries, and fresh-water wetlands. Redheads are dependent on shallow, low energy coastal wetland habitats, typically dominated by seagrass or salt grass species. Redheads also rely on

managed habitats to provide necessary foraging resources. Canvasbacks are opportunistic omnivorous feeders, foraging primarily on plants during the winter when available in a variety of habitats ranging from freshwater lakes to coastal brackish and salt water estuaries. Protection of the Kilauea tract will maintain current unimpaired water quality conditions, contributing to a functional wetland ecosystem that supports aquatic vegetation and invertebrate resources for wintering diving ducks. Restored habitats at the Mana and Huleia tracts will provide shallowly flooded foraging areas throughout the wintering period with an interspersed native food sources. Reestablishment of extirpated native food sources at the Mana tract, such as salt grass, will increase vegetative forage available for diving ducks. Invasive species, which limit the germination of waterfowl food sources and prohibit waterfowl use will be removed. Management of water levels at Huleia and Mana tracts will provide a diversity of wintering habitats suitable for both dabbling and diving ducks.

**Importance of each tract or logical groupings of tracts shown on maps in the proposal to the species (if tracts are not yet identified, explain what procedure will be used to ensure that high quality habitat is targeted):**

The acquisition and two restoration tracts were chosen because of their unique potential for conserving and restoring critical migratory bird habitats that also have a significant benefit for many other fish and wildlife populations. Tracts are dispersed across the island of Kauai, increasing the potential to restore and manage habitat for migrating and wintering waterfowl at a landscape level. All project tracts are located in areas historically known to support large wetland complexes associated with palustrine and riverine environments. In addition, the island of Kauai lacks the Indian mongoose, an invasive mammalian predator, thereby reducing predation pressures on migratory and wintering waterfowl.

## **OTHER WATERFOWL**

### **Species and narrative:**

#### **Northern Shoveler:**

The most abundant dabbling duck wintering in the main Hawaiian Islands (mallards are year round residents), northern shoveler population estimates from State Waterbird Surveys from 1986 to 2003 averaged  $296 \pm 30.4$  (SE) birds. There is some evidence of a downward trend of about ten birds per year over that period. During winter, northern shovelers utilize a variety of wetland habitats, including freshwater and estuarine marshes, and agricultural ponds. Historical accounts allude to the prevalence of migratory waterfowl, including northern shovelers: Describing the Mana Plain before the modern era, Knudsen and Nobel (1944) state "Far to the west he came upon the flat plains of Mana...Extending toward Waimea was a wide lagoon, teeming with gold fish and strange new birds and ducks, the moha [northern shoveler], the manu Koloa [migratory waterfowl]...There were thousands of them..."

Restored habitats at the Mana and Huleia tracts will provide shallowly flooded foraging areas throughout the wintering period with an interspersed native food sources, including seeds of bulrush, spikerush and pondweeds and aquatic invertebrates such as water boatmen and aquatic beetle, and open water habitat attractive to shovelers. These actions will contribute to the increasing trend of northern shovelers documented in the **North American Waterfowl Management Plan Implementation Framework** (2004) by restoring habitats that provide needed resources for spring migration and breeding. The northern shoveler is also identified as a species of Greatest Conservation Need in the State of Hawaii **Comprehensive Wildlife Conservation Strategy**. This project implements a priority conservation action identified for this species by restoring wetland habitat reclaimed from abandoned agricultural uses at the Mana and Huleia tracts and addresses the main threat of habitat loss due to pollution or development with the acquisition of the Kilauea tract. Restoration actions are expected to increase the wintering population of northern shovelers by 50% to support approximately 450 individuals.

#### **Endemic Hawaiian Waterfowl:**

Nearly 70 percent of Hawaii's native bird species are found nowhere else on Earth, and many of these species are declining or in danger of extinction. Although the Hawaiian Islands were once home to a remarkable diversity of waterfowl, only three species remain—the Hawaiian goose, Laysan duck, and Hawaiian duck—all listed as federally endangered.

**Hawaiian Goose:** The Hawaiian goose is the only native goose species extant in the Hawaiian archipelago. It is non-migratory and utilizes a range of habitats from volcanic uplands to lowland wetlands. This species was once decimated by over-hunting and predation by nonnative species. An extensive captive-rearing and reintroduction program began in 1949 when population estimates averaged 30 individuals. This program has aided in increasing the population to its present size estimated between 1,300 and 1,500 individuals with 378 birds on the island of Hawaii 295 to 325 birds on

Maui, 720 birds on Kauai, and 74 birds on Molokai. All populations have been or are currently being supplemented by captive-bred birds. Restoration and acquisition are expected to increase the nene population by 25 breeding pairs.

**Hawaiian Duck:** The Hawaiian duck utilizes freshwater habitats and is relatively widespread across the island chain. Wetland loss, mortality from nonnative predators, over-hunting, and interbreeding with feral mallards pose challenges to this species conservation. The population of the Hawaiian duck is estimated at 2,500 individuals, with 80 percent of individuals occurring on Kauai. Historically, the Hawaiian duck was fairly common in natural and agricultural wetland habitats. By 1949, only about 530 individuals remained, with 30 on Oahu and the remainder on Kauai. Restoration and acquisition actions will increase wetland habitat for Hawaiian ducks on Kauai, the only island with genetically pure population of Hawaiian ducks. The project areas are expected to support an additional 500 individuals, including a minimum of 50 breeding pairs, these increases alone may result in down-listing over time.

**Laysan Duck:** The Laysan duck is resident to the small island of Laysan, approximately 225 km northwest of the primary Hawaiian chain as well as other islands in the archipelago, and has a current population size of about 300 individuals. This species utilizes a broad range of habitats from inland areas to brackish lagoons. A combination of over-hunting and vegetative changes caused by introduced rabbits had nearly extirpated this species from Laysan Island by the early 1900s. On Laysan, the Laysan duck population is somewhat variable, but generally does not exceed 500 individuals; surveys conducted in 2005 estimated the population at 459 individuals. In 1911, the population fell to between six and 12 individuals. By the early 1990s the population had grown to 450 individuals; however, by early 1994, the population fell to 100. As of July 2005, there were 32 individuals on Midway Atoll National Wildlife Refuge, and the population on Midway continues to grow. Restoration actions on Mana and Huleia tracks will provide suitable habitat for Laysan ducks and act as a catalyst for future translocations.

#### **Waterfowl Conservation Plans for Endemic Hawaiian Waterfowl:**

The **North American Waterfowl Management Plan** establishes population objectives for the three endemic Hawaiian waterbirds at: Hawaiian duck 5,000 individuals, Laysan duck 10,500 individuals, and the Hawaiian goose at 2,800 individuals. This project will help to reach NAWMP population objectives for Hawaiian species by improving and protecting existing habitat which will increase breeding areas for each species. In addition to native species migratory species will benefit from habitat protection and restoration, again helping to implement the goals of the NAWMP. Although the Laysan duck does not currently occur on Kauai, Kauai has been identified as a priority site within the main Hawaiian Islands for translocation of the Laysan duck. This project will restore important wetland habitat, suitable for Laysan Ducks, thereby accelerating the introduction of this species back to the main Hawaiian Islands.

The **Recovery Plan for Hawaiian Waterbirds (USFWS 2005)** primary goal is to protect and manage core and supporting wetland habitats in order to maximize productivity and survival of four endangered/endemic waterbirds (including the Hawaiian duck). The restoration of two project sites (Huleia listed as a core wetland and Mana listed as a supporting wetland) will facilitate the larger effort of species recovery across the Hawaiian archipelago. Restored habitats at both wetland sites could provide enough forage and cover to increase population sizes enough to lead to the down-listing of the Hawaii duck.

The goal of the **Revised Recovery Plan for the Nene or Hawaiian goose (*Branta sandvicensis*) (USFWS 2004)** is to remove the nene from the Federal List of Endangered and Threatened Wildlife and Plants (delisting). The interim goal is to accomplish increases in population sizes and geographic distribution sufficient to consider reclassification or down-listing of this endangered species to threatened status. The nene population on Kauai is currently increasing, and it is possible that it may become self-sustaining and be of sufficient size to be considered separately from the other populations for down-listing to threatened status. Habitat improvements and long-term vegetation management at Mana and Huleia will provide additional nene breeding and feeding habitat imperative for recovery, and could provide the catalyst needed to down-list the Kauai population.

The objective of the **Draft Revised Recovery Plan for the Laysan duck (*Anas laysanensis*) (USFSW 2004)** is to restore the Laysan duck to multiple self-sustaining populations in suitable habitats in the Northwestern and Main Hawaiian Islands such that the protections of the Endangered Species Act are no longer necessary. The main strategy of the plan is to protect and enhance suitable habitat; while taking actions to reduce or eliminate threats sufficient to allow successful reestablishment of additional wild populations. The plan names Kauai, specifically Huleia NWR, as a potential

reintroduction site if proper habitat enhancements are undertaken. This project will help to achieve the recovery plan goals for the Laysan duck by restoring 23 acres of habitat at Huleia NWR. Between restoration and long-term management actions this project will create the foundation for a future Laysan duck translocation project.

## TECHNICAL ASSESSMENT QUESTION 2

**How does the proposal contribute to the conservation of other wetland-associated migratory birds?**

### A. PRIORITY BIRD SPECIES

Forty-seven species of shorebirds have been recorded in the Hawaiian Islands (USFWS 2004). These can be grouped into three categories – resident, winter visitors, and migrants. The Hawaiian Islands are of primary importance, for four species: Hawaiian stilt, Pacific golden-plover, bristle-thighed curlew, and wandering tattler. Wetlands, estuaries, tidal flats, grasslands, and uplands are the most important habitats for migrant and resident shorebirds within the Hawaiian Islands (USFWS 2004). This proposal will directly benefit resident and migratory shorebird species by acquiring estuary, tidal flat and grassland acreage, and restoring wetland acreage on the island of Kauai. Associated uplands also support a diversity of seabird species.

Species	Recognized by Plan*	Priority**	How project improves habitat quality	Benefits***
Dunlin	RIDEM, USFWS	H	Protection and restoration of coastal wetlands at Mana Plain will increase foraging and resting area for this species.	M
Pacific Golden Plover	NAWCA, USFWS	P	Acquisition and restoration projects will provide improved habitat for species to use during winter stay.	M
Ruddy Turnstone	NAWCA, USFWS	P	Species will benefit from acquisition of estuary and coastal habitat. All species use area for foraging and resting during winter. All species have been observed foraging within the Kilauea Coastal preserve.  Restoration will provide improved wintering habitat for all four species of migratory waterbirds.	M
Sanderling	ISS, USFWS	H+		M
Wandering Tattler	USFWS	P		M,W
Bristle-thighed Curlew	NAWCA, USFWS	P		W
Black neck Stilt (Hawaiian)	USFWS	H+	Acquisition and restoration of wetland habitats will provide better and more nesting and foraging habitat for this species.	B
Newells Shearwater	NAWCA, NAWCP	H+	Acquisition of the Kilauea parcel will provide an undeveloped corridor between feeding and breeding habitats	M
Band-rumped Storm Petrel	NAWCA, NAWCP	H+	This species is found at high elevations on Kauai, however this project will provide an undeveloped corridor between feeding and breeding habitats	M
Red-footed Bobby	NAWCA, NAWCP	H	The Kilauea Coastal preserve provides nesting habitat for this species. Acquisition of land within the preserve will provide additional nesting and breeding habitat.	B

\*Plans = NAWCA Bird Conservation Region 67 (NAWCA) ; USFWS Pacific Islands Shorebird Conservation Plan (USFWS), International Shorebird Survey (ISS); RIDEM species of concern, Landbird Conservation Plan (2004); North American Waterbird Conservation Plan (NAWCP)

\*\* Priority = H+ = highest, H = high (ISS, BCR 67); M = Moderate (ISS, BCR 67); P = Priority species (BCR 67); C = species of concern RIDEM;

\*\*\* Benefits gained from habitat restoration during B = breeding, M = migration, W = wintering seasons

**How many individuals/pairs are expected to use the proposal area and, if the proposal area is being restored or enhanced, what is the expected increase in population numbers over the current situation?**

**Pacific Golden Plover:** From 1986 to 2004, the average number of Pacific golden plover in Hawaii State waterbird surveys has averaged approximately  $950 \pm 170$  (SE) individuals across the Hawaiian Islands. Estimated wintering densities range from 0.22 to 44.7 birds per hectare in wild habitats such as forest trails and coastal mudflats. Densities in developed habitats in Hawaii have been estimated as 1.4 birds per hectare on golf courses and 5.2 birds per hectare on lawns. Based on density estimates of natural areas, the population of Pacific golden plovers on the Mana, Huleia, and Kilauea tracts is expected to increase by 160 to 1700 individuals (assuming restoration actions support plover habitat on 10% of the total acreage).

**Ruddy Turnstone:** Average winter population in the main Hawaiian Islands from 1986 to 2004, based on State waterbird surveys, average  $512 \pm 101$  (SE), while during breeding season counts averaged  $458 \pm 62$  (SE). Restoration actions are expected to support an additional 50 ruddy turnstones across the proposed project area.

**Sanderling:** Estimated population for Hawaii based on State waterbird surveys from 1986 through 2003 yield an average summer count for the Main Hawaiian Islands of  $138 \pm 36$  (SE) birds, and a winter Main Hawaiian Islands count of  $272 \pm 32.6$  (SE). Trend data are sparse and not conclusive, but suggest a slight decline in numbers through the Americas since the late 1950s. Restoration actions are expected to support an additional 25 ruddy turnstones across the proposed project area, contributing to an increase population and reversing declining population trends.

**Hawaiian Stilt:** From 1993 to 2003 estimates of resident Hawaiian stilt population in Hawaii averaged 1,300 individuals, with a maximum count of 2,600 individuals. Within the proposed project sites, the population is expected to double from a maximum of 50 individuals to 100 individuals following restoration actions.

**Wandering Tattler:** Global population has been estimated at between 10,000 and 25,000 birds, of which 90 percent breed in North America. State of Hawaii waterbird surveys from 1986 through 2004 yield an average summer count of  $81 \pm 8.7$  (SE) and a winter count of  $74 \pm 6.5$  (SE). Within the proposed project sites, the population is expected to double from a maximum of 20 individuals to 40 individuals following restoration actions at Mana and Huleia.

**Bristle-thighed Curlew:** Estimates based on surveys conducted between 1988 and 1992 of the species' breeding range in Alaska estimated the population at 3,200 breeding pairs. Based on a study conducted between 1988 and 1990, about 800 birds were thought to winter in the Northwestern Hawaiian Islands: 300–350 on Laysan, 300–400 on Lisianski Island, and 100 at Midway. Hawaii State waterbird surveys since 1996 yield an average of  $6.3 \pm 1.5$  (SE) birds in the Main Hawaiian Islands in summer, and  $9.7 \pm 3.9$  (SE) in the winter. Restoration project at Huleia and Mana will increase populations by 5 birds on the island of Kauai.

**Newells Shearwater:** Population numbers are difficult to estimate because of the remoteness and terrain of nesting colonies. In the early 1990s, population estimate based on at sea densities was 84,000 individuals (included adults and non-breeding birds). Estimates based on demographic data suggest a population of 14,600 breeding pairs, 75 percent of which nest on Kauai. Since these estimates were made, demographic modeling and the recovery of injured or dead fledglings indicates that the population on Kauai is in decline. Acquisition of lands within the Kilauea Coastal Preserve will provide a corridor of protected habitat spanning nesting and foraging areas, and will result in the decreased incidence of power pole strikes which annually kill hundreds of birds. Acquisition and subsequent land protection will increase populations of this NAWCA priority species by at least 100 birds, as power pole strikes will be avoided by inhibiting development of this important seabird flyway.

**Band-rumped Storm Petrel:** In Hawaii, breeding population unknown, but likely very small. Breeding population on Kauai estimated at between 171 and 221 breeding pairs. Worldwide population is unknown, but likely less than 25,000 breeding pairs. This NAWCA priority species will benefit from land acquisition within the Kilauea watershed as birds

nest in the high mountains of Kauai and fly out to sea to forage. Acquisition will protect this migratory corridor, and will increase populations by 50 birds by preventing power pole strikes.

**Red Footed Booby:** In Hawaii, population estimated between 7,000 and 10,500 breeding pairs. The worldwide population is estimated at less than 300,000 breeding pairs, with the majority residing in the eastern Pacific. A nesting colony of this NAWCA priority species resides within the 18.1 acre parcel donated via a conservation easement. This conservation easement provides perpetual protection for nesting habitat used by this species and will increase populations by 25 nesting pairs within the Kilauea Coastal Preserve.

#### B. OTHER WETLAND-ASSOCIATED BIRD SPECIES

Species	Recognized by Plan*	Priority**	How project improves habitat quality	Benefits***
Black-crowned Night Heron	RIDEM	P,C	Uses all three project sites as breeding and foraging habitat. Population numbers will increase as a result of habitat restoration.	B, M
Black-Bellied Plover	RIDEM		Species will benefit from acquisition of estuary and coastal habitat. All species use area for foraging and resting during winter. All species have been observed foraging within the Kilauea Coastal preserve, Mana Plain and Huleia Unit.	M
Greater Yellowlegs	RIDEM	H		M
Least Sandpiper	ISS, USFWS	M		M
Lesser Yellowlegs	RIDEM	M		M
Short-billed Dowitcher	USFWS	H		M
Long-billed Dowitcher	ISS	P		M
Pectoral Sandpiper	RIDEM	P		M
Sharp-tailed Sandpiper	ISS, USFWS	H	Restoration of Huleia and Mana will provide improved protected wintering habitat for all species of migratory waterbirds.	M
Wilson's Phalarope	USFWS	H		M

\* Plans = NAWCA Bird Conservation Region 67 (NAWCA) ; USFWS Pacific Islands Shorebird Conservation Plan (USFWS), International Shorebird Survey (ISS); RIDEM species of concern, Landbird Conservation Plan (2004); North American Waterbird Conservation Plan (NAWCP)

\*\* Priority = H+ = highest, H = high (ISS, BCR 67); M = Moderate (ISS, BCR 67); P = Priority species (BCR 67); C = species of concern RIDEM;

\*\*\* Benefits gained from habitat restoration during B = breeding, M = migration, W = wintering seasons

**How many individuals/pairs will use the proposal area and, if the proposal area is being restored or enhanced, what is the expected increase in population numbers over the current situation?**

**Black-crown Night Heron:** Between 1983 and 2003 the average number of black-crowned night heron counted has been just over 400 individuals. This species has been observed foraging at all three project locations and is thought to be nesting at the Huleia Unit. Acquisition and restoration projects at Mana, Huleia, and Kilauea tracts is expected to increase current populations by 150 to 200 individuals.

The other wetland associated bird species listed in the above table will benefit from acquisition and restoration of wetland habitat on Kauai. Although population densities are not available for the other wetland associated bird species listed, it is expected that populations of all species will increase as a result of habitat restoration and protection.

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### TECHNICAL ASSESSMENT QUESTION 3

**How does the proposal location relate to the geographic priority wetlands described by the North American Waterfowl Management Plan, Partners In Flight, the U.S. Shorebird Conservation Plan, and/or the North American Waterbird Conservation Plan?**

The **North American Waterfowl Management Plan** states that resident and endemic species are important components of each nation's waterfowl heritage and deserve significant attention and resources from within the jurisdictions where they occur. Although Hawaii is not included as an area of significance for migratory waterfowl, Hawaii contains three endemic waterfowl species that will benefit from habitat acquisition and restoration on Kauai. The North American Waterfowl Management Plan Implementation Framework (2004) establishes population objectives for the three endemic Hawaiian waterbirds at: Hawaiian duck 5,000 individuals, Laysan duck 10,500 individuals, and the Hawaiian goose at 2,800 individuals. This project will help to reach NAWMP population objectives for Hawaiian species by improving and protecting existing habitat which will increase breeding areas for each species. In addition to native species migratory species will benefit from habitat protection and restoration, again helping to implement the goals of the NAWMP. Although the Laysan duck does not currently occur on Kauai, Kauai has been identified as a priority site within the main Hawaiian Islands for translocation of Laysan ducks. This project will restore important wetland habitat, suitable for Laysan ducks, thereby accelerating the introduction of this species back to the main Hawaiian Islands. This project will help fulfill species population objectives for migratory and resident waterbirds through habitat acquisition, conservation and restoration.

The **U.S. Shorebird Conservation Plan** has a regional plan (U.S. Pacific Island Regional Shorebird Conservation Plan, USFWS 2004) which addresses the unique needs of the Pacific and identifies the Hawaiian Islands as an important sub-region within the plan. Restoration of the Mana tract will meet a primary objective of the regional shorebird plan, to **"protect and restore degraded playa wetlands...on the Mana Plain"** on the island of Kauai by clearing invasive vegetation, restoring hydrology, and providing long-term management of habitats for priority shorebird species including the Pacific golden-plover, Hawaiian stilt, and wandering tattler. In addition, the regional shorebird plan states that coastal strands, tidal flats, ephemeral wetlands, and playas are the most important habitat types for shorebirds visiting Hawaii. All tracks in this project proposal will meet the objectives of the U.S. Shorebird Conservation Plan, and will provide high-quality habitat for shorebirds, while using integrated multiple species habitat management techniques. This project will remove and control invasive species on the Huleia and Mana tracks, thereby improving mudflat habitats, a priority identified by the regional shorebird conservation plan. Eradication of invasive plants will also help to restore the natural hydrology to playa wetlands improved shorebird habitat management on State and Federal managed lands, particularly for Hawaiian stilts.

This project will help implement 4 main goals established by **The North American Waterbird Conservation Plan**, including 1) supporting sustainable distribution, diversity, and abundance of waterbird species, 2) protecting and restoring high quality habitat, 3) disseminating information among partners, and 4) integrating conservation actions. Conservation status of solitary nesting waterbirds (marsh birds) have not been established, but will be incorporated into subsequent versions and regional plans, including the **Pacific Islands Waterbird Conservation Plan**, currently under development. The proposed tracts will provide high quality habitat for a number of colonial nesting waterbirds, including the highly imperiled band-rumped storm petrels, red-footed boobies, a species of high conservation concern, and 2 species of moderate concern, Black-crowned night herons and red-tailed tropic birds. Emphasis on restoring ecosystem function and protecting watershed health will ensure an integrated conservation approach, providing habitat for a multitude of species.

#### **A. NATIONAL PRIORITY WETLAND AREAS:**

Maps included on this website do not include the state of Hawaii. The Pacific Islands Regional Shorebird Conservation Plan has identified Hawaii as a priority area for conservation of Hawaiian stilts and Pacific golden plovers.

#### **B. REGIONAL IMPORTANT WETLAND AREAS:**

The project area is within the Pacific Coast Joint Venture. Acquisition and restoration of the project tracts furthers ecosystem and species management efforts identified in the **Pacific Coast Joint Venture (PCJV) Hawaii Strategic Plan**. The mission of the PCJV is to facilitate ecosystem conservation through protection, restoration, enhancement and management, advocacy, and outreach. This plan specifically lists Mana Plain, Huleia NWR and the



Kilauea River as important habitat areas for migratory and endemic waterfowl. The strategic plan provides priority restoration actions for each project area that include:

**Mana Plain** - Restore 136 acres of newly designated conservation lands to high quality wetland habitats, where wetland function can exceed that provided by the current systems of ditches and reservoirs.

**Huleia NWR** - Improve water delivery at Huleia NWR so that wetland habitats are managed to provide maximum benefit for Hawaiian waterbirds.

**Kilauea River** - Acquire available wetland and estuary acreage in order to provide additional protected habitat for the recovery of Hawaiian waterbirds.

This NAWCA project proposal was guided by the conservation objectives listed within the PCJV Hawaii Strategic Plan, therefore this project will complement the plan by implementing the recommended conservation objectives laid out for each project site.

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#### **TECHNICAL ASSESSMENT QUESTION 4**

##### **How does the proposal relate to the national status and trends of wetlands types?**

Historically, logging, agriculture, grazing, military use, fire, and urban and residential development have claimed more than half of Hawaii's native habitats (Mitchell 2005). The USFWS estimates there were 22,487 acres of wetlands within coastal plains of Hawaii circa 1780. In 1990 the USFWS estimated 15,481 acres remained a decrease of 31% (Dahl 1990). When compared with places like California or Iowa a decrease of 31% does not seem significant, however Hawaii contains little surface area and at least 85% of the remaining wetlands have significant habitat functionality due to alien plant invasion. Aggressive alien plants have completely covered most coastal and inland wetlands resulting in increased rates of siltation and accretion (USFWS 2004). Although the remaining wetlands cover less than three percent of Hawaii's surface area, they are extremely important because they support a suite of plant and animal species endemic to the Hawaiian Islands (Dahl 1990).

This project is an effort to protect high quality wetlands including estuarine inter-tidal, and palustrine emergent habitats on the island of Kauai. This project will acquire and conserve 14 acres of national decreasing inter-tidal estuarine wetland ecosystem, 114 acres of national decreasing palustrine emergent wetlands, 2 acres of marine inter-tidal habitat and 28.1 acres of upland habitats. The area to be acquired along the Kilauea River contains 12 acres of estuarine inter-tidal vegetated wetland habitat. Estuary habitat provides productive habitat for both migratory and endemic waterbird species and is declining nationally. All 23 acres of the project area at the Huleia Unit of the Kauai National Wildlife Refuge are palustrine emergent. At the Mana Plain site 90 acres of palustrine emergent wetland and 15 acres of upland will be restored. This project will reverse habitat degradation in a state where coastal wetland acreages have been steadily decreasing over the past 50 years. By conserving and restoring 158.1 acres of habitat, this proposal will restore 1% of Hawaii's wetlands, helping to decrease the loss of two national declining wetland types.

##### **Importance of any Stable or Increasing types to wetland-associated migratory birds:**

The 18.1 conservation easement donated to the Kauai Public Land Trust, added to the Kilauea Coastal Preserve, contains 2 acres of marine inter-tidal habitat. This area, known as Waiakalua Beach, is frequently visited by one endemic endangered species of mammal, the Hawaiian monk seal. In addition to monk seals, several shorebird species frequent the area including the Pacific golden-plover, bristle-thighed curlew, and wandering tattler all of which are NAWCA priority species. These shorebird species utilize the marine inter-tidal area for foraging and resting while wintering in Hawaii. The protection of this parcel will result in additional habitat for migratory shorebird species.

##### **Evidence to justify the status and importance of any wetland types (including subsidiary types not listed below) to wetland-associated migratory birds that have a different regional or local status than shown below:**

Hawaii contains many unique wetland types including montane bogs, playa lakes, ephemeral wetlands and coral reefs. Nationwide, the vitality of coral reefs and wetlands has undergone a profound decline under a combination of natural and human forces (Haines 2000). Lands within the Kilauea Coastal Preserve would be protected from additional development, therein protecting the surrounding estuary and embayment (which contains several acres of coral reef ecosystem) from additional run-off. Restoration of the Mana Plain wetlands will reclaim abandoned agricultural lands, reduce pesticide use associated with sugarcane production, and increase flood attenuation. This will result in reduced sediment transport from

point and non-point sources to ocean waters and near-shore coral reefs. Restored wetlands on the Mana Plain will also increase capacity of existing habitat to filter accumulated nutrients from agricultural runoff during periods of high water events, also reducing the amount of agricultural nutrients entering ocean waters.

**Types of uplands (e.g., cropland, grassland, forest) and describe the relationship of the uplands to wetlands and migratory bird conservation (i.e., reason for including in proposal):**

The proposal includes protection and restoration of 28.1 acres of upland, including 13.1 acres of coastal strand and bluffs and upland ridge in the Kilauea Coastal Preserve and 15 acres of coastal strand and dune habitat within the Mana Plain. The 13.1 acres of coastal strand and bluff habitat contained within the Kilauea coastal preserve is the site of a sizeable nesting area for Laysan Albatross, a protected species of migratory seabird that only nests in two areas on the island of Kauai. The upland ridge is often visited by the endangered endemic Hawaiian goose which uses the area for foraging. Coastal strand habitat within the Mana Plain tract is important foraging habitat for migratory shorebirds, including the high priority Pacific Golden Plover, and nesting and foraging habitat for the resident Hawaiian Stilt

ACTIVITY AND TRACTS/GROUPS OF TRACTS IN THE PROPOSAL	STATUS, TYPES, AND ACRES OF WETLANDS Note: Types subsidiary to types listed below have the same status.								UPLANDS	TOTAL
	DECREASING			STABLE			INCREASING	NO TREND DATA		
	PEM	PFO	E2Veg	E2AB, E2US	L	R	M2, PAB, PUB/POW, PSS, PUS	E1, PML, PRB		
Fee Acquired			12							12
Fee Donated										
Easement Donated	1		2				2		13.1	18.1
ACQUIRED										
RESTORED	113								15	128
ENHANCED										
CREATED										
OTHER										
TYPE TOTALS	114		14							
STATUS TOTALS	128			0			2		28.1	158.1
GRAND TOTALS	130								28.1	158.1
Tract: Kilauea	1		14				2		13.1	30.1
Tract: Huleia	23									23
Tract: Mana	90								15	105

E1=estuarine subtidal, E2AB=estuarine intertidal aquatic bed, E2US=estuarine intertidal unconsolidated shore, E2Veg=estuarine intertidal vegetated (E2EM, intertidal emergent marsh, and E2SS, estuarine intertidal scrub-shrub), L=lacustrine, M2=marine intertidal, PAB=palustrine aquatic bed, PEM=palustrine emergent, PFO=palustrine forested, PML=palustrine moss-lichen, PRB=palustrine rock bottom, PSS=palustrine scrub-shrub, PUB/POW=palustrine unconsolidated bottom/palustrine open water, PUS=palustrine unconsolidated shore, R=riverine

#### TECHNICAL ASSESSMENT QUESTION 5

**How does the proposal contribute to long-term conservation of wetlands and associated uplands?**

This project ensures long-term conservation of wetland function within the State of Hawaii. The benefits of acquiring and restoring wetland habitat along the Kilauea estuary, Mana Plain and Huleia Unit of the Kauai NWR Complex will be perpetual. The properties will be managed in perpetuity for the primary purpose of maximizing fish and wildlife habitat, emphasizing those species that depend on high quality wetland habitats

ACTIVITY	ACRES BY TENURE (years) OF BENEFITS CATEGORY 2005 Includes water control structures made of material other than wood. ** Includes wood water control structures and pumps.				TOTAL ACRES
	PERPETUITY	*26-99	**10-25	< 10	
Fee Acquired	12				12
Easement Donated	18.1				18.1
TOTAL ACQUIRED	30.1				30.1
RESTORED	128				128
TOTAL	158.1				158.1
Tract:Kilauea	30.1				30.1
Tract:Huleia	23				23
Tract:Mana	105				105
TOTAL	158.1	0	0	0	158.1

**Narrative needed to explain the table information:**

Approximately 158.1 acres will be acquired and protected in perpetuity. The restored acres involving well drilling and water control infrastructure will be protected in perpetuity since both areas are located on state and federal lands. The acquisition of property within in the Kilauea Coastal Preserve is expected to provide long-term fish and wildlife benefits, and will eventually be added to the Kilauea Point National Wildlife Refuge, and will be overseen by the USFWS.

- 30.1 acres will be acquired (12 acre fee acquisition and 18.1 acre easement donation) within the Kilauea Coastal Preserve
- 23 acres will be restored within the Huleia Unit, Kauai NWR Complex
- 105 acres will be restored within the Mana Plain State wildlife Sanctuary

**Significance of the proposed work on each tract and the cumulative work in the completed proposal to long-term wetlands conservation in terms of 1) how work on each tract complements work on other tracts; 2) threats to wetlands values (address acquisition of water rights, if applicable); 3) conservation or management of larger wetland areas; and 4) objectives of wetlands conservation plans:**

All of these parcels were strategically chosen to form a complex, continuous network of important wetland habitats that are utilized by migratory and endangered species on the island of Kauai. Project locations have been selected to build conservation blocks in strategic areas for listed species recovery and the management of migratory birds. Islands are isolated habitats and because the island of Kauai is fairly small, habitat conservation will create core areas that when combined will provide a diverse array of habitats for fish and wildlife species.

**Kilauea Coastal Preserve** – intense development pressure threatens wild lands within the Kilauea Coastal Preserve. If development occurs, sedimentation from development could impair water quality, while the construction of homes and utility infrastructure (power lines and poles) will impede wildlife use of the property. The acquisition of 12 acres of estuary included in this proposal will substantially link two protected areas (Kilauea Point National Wildlife Refuge and the Preserve) to create a contiguous protected habitat area and reduce habitat fragmentation for the endangered species that utilize the area

**Huleia Unit, Kauai NWR Complex** – invasive mangrove trees are poised to completely cover all mudflat habitats within the Huleia Unit, significantly degrading the habitat and making it unusable for waterbird and shorebird species. This proposal will restore 23 acres within Huleia by improving water delivery and removing invasive vegetation. This project will directly complement a Small NAWCA project (funded in January 2007) whose goal is to restore 23 acres of wetland

habitat within the Huleia Unit. When the two NAWCA projects are combined they will create a total of 46 contiguous restored wetland acres.

**Mana Plain** – Current threats at the Mana Plain include alien species invasions which threaten to further degrade wetland functions and increase the cost of wetland restoration. Alien plants form monotypes, which alter habitat structure, lower biodiversity (both number and “quality” of species), change nutrient cycling and productivity (often increasing it), and modify food webs. Restoration objectives at Mana include invasive species eradication and improved wetland hydrology. This project directly complements a Natural Resource Conservation Service Wildlife Habitat Incentives Project (NRCS/WHIP) which is improving wetland habitat at the adjacent State owned Kawaiele Wildlife Sanctuary. In improving habitat and removing invasive species from the Kawaiele Unit the NRCS/WHIP project will buffer the Mana project site from further invasive species introductions and spread. This project when combined with the adjacent 30 acre Kawaiele wetland restoration (undertaken by NRCS) will create a contiguous 135 acre wildlife sanctuary for endangered and endemic waterbirds.

All lands that are acquired and/or restored as a part of this proposal will be managed for long-term habitat, fish and wildlife productivity.

**Justification for modifying existing wetlands from one type to another:** N/A

**For proposed restoration and enhancement activities, how long results will last and when maintenance or additional work will be needed:**

Most of the projects proposed will need a few years of intense maintenance and management to keep up with invasive species. Once the hydrology and native plant communities are restored this effort will be substantially less. Routine site maintenance will be integrated into all long-term project plans to upkeep restoration actions and avoid invasive species reestablishment.

**Mana Plain** – Historical wetland habitats on the Mana Plain have been altered by ditching, draining, and fill. These actions have created optimal habitat for invasive species which currently dominate the site. Restoration actions include mechanical removal of invasive vegetation and fill, which will reduce the seed bank of invasive species. Removal of accumulated fill and installation of a water delivery system will mimic natural hydrology, creating desirable habitat for germination of native wetland vegetation. Once established, native vegetation will replace invasive vegetation following 2 years of intensive maintenance. High pressure piping has an estimated life span of 75-100 years, significantly reducing the maintenance of the water delivery system.

**Huleia** – Since the Huleia Unit lies at the very upper reaches of mangrove distribution the project will benefit from a lack of mangrove seed ingress. Once mangroves are removed via an initial intensive mechanical and herbicide treatment regime the area will need to be retreated and maintained on a yearly basis to curtail the future spread of this invasive plant. Grubbing to remove the invasive California grass will remove above ground and below ground biomass, providing the opportunity for native species to germinate and become established. Other restoration activities like well and water delivery system installation will last for at least 75 – 100 years if well maintained.

**Reliability and success of proposed vegetation control techniques:**

Approximately 70 percent of the remaining wetlands in Hawaii are overgrown with invasive plants and have altered surface and ground hydrology (Shallenberger 1977). The removal of invasive vegetation has become the centerpiece of most restoration projects in Hawaii. Due to the prevalence of invasive vegetation species, conservation organizations in Hawaii are at the forefront of invasive species research and have developed the most effective eradication techniques for the suite of alien plant species that plague the Islands. Mechanical, chemical and physical means of vegetation control will be used in combination with the removal of topsoil to eliminate invasive vegetation seed banks. For example the Oahu NAWCA was the first large scale mangrove removal project in the state and has been extremely effective to date at

eradicating mangrove in mudflat areas. The techniques perfected in the Oahu NAWCA project (hand pulling, mechanical extraction, and herbicide application) will be used at the Huleia and Mana restoration sites to eradicate mangroves. Restoration projects will also use vegetation control and eradication techniques developed by the State of Hawaii Invasive Species Committee.

**Summary of the long-term conservation and management plan for the proposal area:**

**Mana Plain** – Owned by the State of Hawaii, Department of land and Natural Resources, this area is slated to be restored to a functional coastal wetland ecosystem over the grant period. The long term goal of the Mana Restoration project is to return the area to the productive playa and palustrine emergent marsh it once was for the recovery of endangered endemic waterbirds and to provide essential food resources for migratory waterfowl. Long-term protection, restoration, enhancement, and management of native habitats within the 2,000 ac historical Mana wetland area will provide many benefits including: protection and recovery of endangered species, increased populations of migratory waterfowl and shorebirds, improved water quality, and increased outdoor recreation, environmental education, and ecotourism opportunities for the rural communities of West Kauai.

**Huleia Unit Kauai NWR** – the Huleia unit of the Kauai NWR was established to conserve the endangered Hawaiian goose and four other endangered Hawaiian birds. Owned by the US Fish and Wildlife Service, the 23 acres restored as part of this grant will be managed in perpetuity for the recovery of endemic and migratory waterbird and waterfowl populations. The Huleia Unit encompasses 241 acres and the long term goal for the property is to restore all wetland acreage within the property boundaries.

**Kilauea Coastal Preserve** – The Kauai Public Land Trust (KPLT) is currently acquiring all available parcels within the Kilauea Coastal Preserves boundaries. Once all available parcels are purchased and/or donated, KPLT will work with the USFWS to transfer all acquired lands to the US Fish and Wildlife Service for addition to the Kilauea Point National Wildlife Refuge. USFWS has already completed a feasibility study of the Coastal Preserve property and congress has approved the expansion of the Kilauea Point National Wildlife Refuge to include these lands (118 Stat. 3910). Once USFWS service acquires the coastal preserve it will be managed in perpetuity for the benefit of fish and wildlife species.

**Plans to sell any tracts in the proposal area:** NO

**How easement restrictions and reserved rights serve to ensure long-term wetland conservation and health:**

The easement restrictions listed in the 18.1 acre conservation easement donated to the Kauai Public Land Trust (Attachment D) are designed to ensure the long-term conservation of natural resources contained on the property. The purpose of the conservation easement is to “assure that the property will be retained forever in its natural, scenic, and agricultural condition and to prevent any use of the property that will significantly impair or interfere with the conservation values of the property”. The easement language is designed to maximize habitat and species management on the parcel.

## TECHNICAL ASSESSMENT QUESTION 6

**How does the proposal contribute to the conservation of habitat for wetland associated federally listed, proposed, and candidate endangered species; wetland associated state-listed species; and other wetland-associated fish and wildlife that are specifically involved with the proposal?**

**Federally Threatened, Endangered, Proposed or Category I candidate species:**

Common Name	Scientific Name	Status	Project Benefits	Does the project support goals of a Recovery Plan?
Hawaiian moorhen	<i>Gallinula chloropus sandvicensis</i>	Federally Endangered	Habitat acquisition and restoration will provide additional nesting and foraging areas for Hawaiian moorhen, Hawaiian coot, Hawaiian duck and	2005 USFWS Hawaiian Waterbirds Recovery Plan, the goal of this plan is to restore and maintain multiple self sustaining populations of the federally
Hawaiian duck	<i>Anas wyvilliana</i>	Federally Endangered		

Hawaiian stilt	<i>Himantopus mexicanus knudseni</i>	Federally Endangered	Hawaiian stilt. All 4 species have been observed feeding within each of the project areas. Hawaiian stilt, coot, and moorhen chicks and Hawaiian ducklings have been observed at Huleia and Mana project areas.	listed endangered Hawaiian waterbirds within their historic range, which will allow them to be reclassified and eventually removed from the Federal List of Endangered Species. This project will provide additional habitat for these species which could lead to their recovery. Two of the project tracts, Huleia and Mana are identified as core and supporting wetlands, essential for waterbird recovery. All also listed in <b>Hawaii Comprehensive Wildlife Conservation Strategy</b> as species of greatest conservation need, while habitat conservation and restoration listed as a goal for recovery. This project would provide additional habitat fulfilling the habitat conservation goal.
Hawaiian coot	<i>Fulica americana alai</i>	Federally Endangered		
Hawaiian goose	<i>Branta sandvicensis</i>	Federally Endangered	Through acquisition and protection, coastal grasslands will provide much needed nesting and foraging habitat for the species. The Hawaiian goose has been observed grazing at the Huleia and Kilauea project sites.	<b>USFWS Hawaiian Goose Recovery Plan</b> , goal is to remove the nene from the Endangered Species List (delisting). By acquiring habitat population may be able to expand and could lead to population recovery.
Newell's shearwater	<i>Puffinus pacificus newelli</i>	Federally Threatened	Acquisition will provide new protected habitat for these species. Both of these bird nest in mountain habitat found in the upper Kilauea River watershed. By stopping development of the estuary area no power poles will be erected leaving a collision free corridor for the birds to travel. Prevention of development will prevent bird attraction to lights, a major cause of mortality for fledging shearwaters and petrel.	<b>State of Hawaii Newell's Shearwater Five-year Work Plan</b> , a document that identifies short term management activities to recover the species  <b>USFWS Regional Seabird Conservation Plan</b> includes both species, and includes conservation actions such as maintain, protect, and enhance habitat.  Project will acquire habitat therein providing more protected habitat for these species.
Hawaiian petrel	<i>Pterodroma sandwichensis</i>	Federally endangered		
Hawaiian hoary bat	<i>Lasiurus cinereus semotus</i>	Federally Endangered	Project may provide roosting sites for this species as well as protected foraging areas. Bats have been observed in the back of the Kilauea River Valley, and Huleia Unit of Kauai NWR.	<b>USFWS Recovery Plan for the Hawaiian Hoary Bat</b> whose goal is to down list to threatened status and then delisting the species. Project will acquire habitat therein providing more protected habitat for this species.
Hawaiian monk seal	<i>Monachus schauinslandi</i>	Federally Endangered	Acquisition will protect important birthing sites for the Hawaiian Monk Seal. Monk Seals have been observed resting within marine inter-tidal and coastal strand habitat within the Kilauea Coastal Preserve.	<b>Recovery Plan for the Hawaiian Monk Seal, 1983 NOAA/ NMFS</b> . Goal is to identify and prevent human activities that could result in the degradation or destruction of habitats or habitat components critical to the survival and recovery of the species.
Green Sea Turtle	<i>Chelonia mydas</i>	Federally Endangered	Resting and foraging habitat will be protected through acquisition portion of proposal. Green sea turtles have been observed resting and feeding within marine inter-tidal zone within	<b>NOAA Recovery Plan for the U.S. Pacific Populations of the Green Turtle, <i>Chelonia mydas</i></b> , Goal is to recover populations of the green sea turtle and to delist species post recovery.

			the Kilauea Coastal Preserve.	Project will provide additional protected habitat for this species.
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**How many individuals/pairs will use the proposal area and for what life cycle stage and whether this is an improvement in population numbers over the current situation:**

**Hawaiian Moorhen:** Between 1993 and 2003, the average annual number of Hawaiian moorhen counted has been just under 300 individuals. The species was common at the turn of the last century, but by the 1940s its status was considered precarious. Hawaiian moorhen have been observed at all three project sites and will increase by 30 nesting pairs as a direct result of this project.

**Hawaiian Duck:** The Hawaiian duck utilizes freshwater habitats and is relatively widespread across the island chain. Wetland loss, mortality from nonnative predators, over-hunting, and interbreeding with feral mallards pose challenges to this species conservation. The population of the Hawaiian duck is estimated at 2,500 individuals, with 80 percent of individuals occurring on Kauai. Historically, the Hawaiian duck was fairly common in natural and agricultural wetland habitats. By 1949, only about 530 individuals remained, with 30 on Oahu and the remainder on Kauai. Restoration and acquisition actions will increase wetland habitat for Hawaiian ducks on Kauai, the only island with genetically pure population of Hawaiian ducks. The project areas are expected to support an additional 500 individuals, including a minimum of 50 breeding pairs, these increases alone may result in down-listing over time.

**Hawaiian Stilt:** From 1993 to 2003 estimates of resident Hawaiian stilt population in Hawaii averaged 1,300 individuals, with a maximum count of 2,600 individuals. Within the proposed project sites, the population is expected to double from a maximum of 50 individuals to 100 individuals following restoration actions.

**Hawaiian Coot:** Island-wide population, based on semi-annual waterbird counts conducted by DLNR/DOFAW, suggests that the population is stable and is estimated at between 2,000 and 4,000 individuals. Restoration and acquisition projects will increase available habitat and will increase the current population by 100 individuals.

**Hawaiian Goose:** The Hawaiian goose is the only native goose species extant in the Hawaiian archipelago. It is non-migratory and utilizes a range of habitats from volcanic uplands to lowland wetlands. This species was once decimated by over-hunting and predation by nonnative species. An extensive captive-rearing and reintroduction program began in 1949 when population estimates averaged 30 individuals. This program has aided in increasing the population to its present size estimated between 1,300 and 1,500 individuals with 378 birds on the island of Hawaii 295 to 325 birds on Maui, 720 birds on Kauai, and 74 birds on Molokai. All populations have been or are currently being supplemented by captive-bred birds. Restoration and acquisition are expected to increase the nene population by 25 breeding pairs.

**Newell's Shearwater:** Population numbers are difficult to estimate because of the remoteness and terrain of nesting colonies. In the early 1990s, population estimate based on at sea densities was 84,000 individuals (included adults and non-breeding birds). Estimates based on demographic data suggest a population of 14,600 breeding pairs, 75 percent of which nest on Kauai ; estimates based on radar detections suggest this number is valid. Since these estimates were made, demographic modeling and the recovery of injured or dead fledglings indicates that the population on Kauai is declining. Acquisition of lands within the Kilauea Coastal Preserve will provide a corridor of protected habitat spanning nesting and foraging areas, and will result in the decreased incidence of power pole strikes which annually kill hundreds of birds. Acquisition and subsequent land protection will increase populations of this NAWCA priority species by at least 100 birds, as power pole strikes will be avoided by inhibiting development of this important.

**Hawaiian Petrel:** Total number of individuals is estimated at 20,000 with a breeding population between 4,500 and 5,000 pairs, although inaccessible nesting locations make accurate counts difficult. Although undocumented and difficult to assess, most birds breed on the island of Kauai. Acquisition of lands within the Kilauea Coastal Preserve will provide a corridor of protected habitat spanning nesting and foraging areas, and will result in the decreased incidence of power pole strikes which annually kill hundreds of birds. Acquisition and subsequent land protection will increase populations of this species by at least 25 birds, as power pole strikes will be avoided by inhibiting development of this important.

**Hawaiian Hoary Bat:** Survey methods to count or estimate populations of solitary roosting bats have not been developed. Although based on incomplete data, Kauai and the island of Hawaii may support the largest populations. Population estimates for all islands have ranged from hundreds to a few thousand, however, they were not

based on systematic surveys. Endemic bat populations are expected to benefit from the acquisition of habitat within the Kilauea Coastal Preserve.

**Hawaiian Monk Seal:** Approximately 1,200 Hawaiian monk seals remain within the Hawaiian Archipelago. The total population of the Main Hawaiian Islands is estimated as 50 animals, with the majority of seals living in the Northwestern Hawaiian Islands. Acquisition and subsequent protection of coastal strand and dune habitats will protect important resting and pupping sites for this highly endangered seal. The protection of beach habitat within the Kilauea Coastal Preserve is expected to increase seal populations by 1 individual.

**Green Sea Turtle:** Approximately 200 – 700 females nest annually in the Hawaiian Islands. Turtles are most often found in shallow protected or semi-protected waters around coral reefs and coastal areas. Land within the Kilauea Coastal Preserve provides protected haul-out areas for turtles and will increase turtle populations by 10 individuals.

**Whether the completed proposal will relieve the need for any special protective status for the species:**

Endangered waterfowl, waterbirds, seabirds, sea turtles, small mammals and seals all utilize the habitats located within the proposed acquisition and restoration project tracts. The island of Kauai supports such a large variety of species because of its diversity of wetland and coastal habitats. Protecting and restoring these habitats will have a significant benefit for a variety of fish and wildlife species. With less than 2,500 individuals within each of the endangered endemic waterbird populations, habitat restoration will contribute significantly to their recovery. Given the response to recent management at Hanalei Unit of the Kauai NWR (where Hawaiian duck populations went from 4 individuals to 400 after habitat management was implemented), expanding wetland habitat on the island of Kauai could very well bring populations densities up to down-listing status. The potential to improve habitat for all of the species listed above will help to relieve protective status and help with moving several of the species towards down listing.

**Importance of each tract or logical groupings of tracts shown on maps in the proposal to the species (if tracts are not yet identified, explain what procedure will be used to ensure that high quality habitat is targeted):**

The USFWS **Hawaiian Waterbirds Recovery Plan** lists Huleia Unit of Kauai NWR as a core wetland. Core wetland are defined in the plan as areas that provide habitat essential for supporting larger populations of Hawaiian waterbirds that comprise the bulk of the numbers prescribed for recovery. These sites must be protected and managed to recover Hawaii's waterbirds. Mana Plain and Kawaiele Bird Sanctuary are designated as core and supporting wetlands. Supporting wetlands are defined in the plan as additional areas that provide habitat important for smaller waterbird populations or that provide habitat needed seasonally by segments of the waterbird populations during part of their life cycle. Protection and management of these or similar wetlands is required to recover Hawaii's waterbirds. Birds that will benefit from the restoration of wetland habitat at Huleia, Mana and Kawaiele include the Hawaiian duck, Hawaiian stilt, Hawaiian moorhen, Hawaiian goose and Hawaiian coot; all are covered under a federal Recovery Plan and all are federally endangered species.

**State-listed endangered or threatened species (not included above):**

All of the above listed federally endangered species are also listed as State endangered species. Below are state endangered species which do not have federal protection status:

Common name	Scientific name	Status	Project benefits	Does the project support goals of a Recovery Plan?
Short-eared Hawaiian owl	<i>Asio flammeus sandwichensis</i>	State Endangered	Acquisition will provide additional habitat for this ground nesting species. This species has been observed foraging in and around the Kilauea Estuary.	Listed in <b>State of Hawaii Comprehensive Wildlife Conservation Strategy</b> as a species of great conservation need, with habitat restoration sited as a goal for recovery. Acquisition will provide additional



				protected habitat.
Band-rumped storm petrel	<i>Oceanodroma castro</i>	State Endangered	This species is found at high elevations on Kauai, however this project will provide an undeveloped corridor between feeding and breeding habitats	<b>USFWS Regional Seabird Conservation Plan</b> includes conservation actions such as maintain, protect, and enhance habitat for this species

**How many individuals/pairs will use the proposal area and for what life cycle stage and whether this is an improvement in population numbers over the current situation:**

Both the Band-rumped storm petrels and the Hawaiian short eared owls use the Kilauea coastal preserve as a corridor to travel to foraging areas. Both species are fairly cryptic and population estimates for either are unavailable. However these birds will benefit from the acquisition of Kilauea lands as it will protect habitat in perpetuity and managed for the benefit for fish and wildlife species.

**Importance of each tract or logical groupings of tracts shown on maps in the proposal to the species (if tracts are not yet identified, explain what procedure will be used to ensure that high quality habitat is targeted):**

The Band-rumped storm petrel and the Hawaiian short-eared owl have both been observed in the Kilauea Coastal Preserve. Although both birds nest at higher altitudes protected habitat at the end reaches of the Kilauea stream will provide a protected corridor in which both species can travel to foraging areas and nesting locations. This project will create a corridor of protected wetlands and coastal habitat that will be ideal for both endemic and migrating wildlife species. The acquisition included in this proposal will substantially link and combine previous conservation efforts and protect in perpetuity important wildlife habitat.

**Other wetland-dependent fish and wildlife species and narrative:**

Common name Hawaiian name	Scientific Name	Status	Project benefits	Does the project help meet the specific management goals? <b>List plan and goal.</b>
Goby O'opu nakea	<i>Awaous guamensis.</i>	State Species of greatest conservation need	Acquisition will provide protected habitat for these amphidromous fish which traverses the Kilauea Estuary during their larval and juvenile life cycle stages.	All species are currently listed in the <b>State of Hawaii's, Hawaii Comprehensive Wildlife Conservation Strategy</b> . The objectives of this plan include habitat preservation and restoration. This project will fulfill this goal by providing protected habitat for these species.
Goby O'opu naniha	<i>Stenogobius genivittatus</i>	State Species of greatest conservation need	By purchasing and protecting the Kilauea River habitat corridor, these species will have a safe (and eventually restored) passage to the ocean where they spawn.	
Eleotrid O'opu okuhe	<i>Eleotris sandwicensis</i>	State Species of greatest conservation need		
Black-crown night heron	<i>Nycticorax nycticorax hoactli</i>	State Species of greatest conservation need	Acquisition and restoration of wetland habitat will provide additional nesting and feeding area for this species.	Listed in the <b>State of Hawaii's, Hawaii Comprehensive Wildlife Conservation Strategy</b> and the North American Waterbird Conservation Plan. Both plans call for habitat protection and restoration as a means for species protection
Laysan albatross	<i>Phoebastria immutabilis</i>	State Species of greatest conservation need	The donated conservation easement (used as match) accommodates a large nesting colony of albatross, which will be protected in perpetuity as a result of the easement donation.	<b>North American Waterbird Conservation Plan</b> - High concern species and listed in State of Hawaii CWCS. Golas for species in each plan is to protect breeding habitat for species.

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### TECHNICAL ASSESSMENT QUESTION 7

**How does the proposal satisfy the partnership purpose of the North American Wetlands Conservation Act?**

**Ratio of the Non-Federal Match to the Grant Request: 2:1**

**10% Matching Partners:**

Kauai Public Land Trust (provide \$1,800,000.00 in match)

Cvengros Family (provide \$200,000.00 in match)

**Partner Categories (includes non-match)**

**State agencies:**

State of Hawaii, DLNR, Division of Forestry and Wildlife (providing \$5,000.00 in match)

State of Hawaii, DLNR, Division of State Parks

**Non-governmental conservation organizations:**

Kilauea Point Natural History Association

Ducks Unlimited, Inc. (providing \$10,131.12 in match)

The Nature Conservancy

Kauai Public Land Trust (providing \$1,800,000.00 in match)

American Land Conservancy

**Local governments, counties or municipalities:**

County of Kauai

**Private landowners:**

Zweben Family

Cvengros Family (providing \$200,000 in match)

**Profit-making corporations:**

Jim O'Connor Realty

**Federal agencies:**

U.S. Fish and Wildlife Service (providing \$21,895.20 in match as volunteer hours)

USDA, Natural Resource Conservation Service

National Oceanic Atmospheric Administration

**Other partner groups:**

Pacific Coast Joint Venture

Kilauea Neighborhood Association

Aina Ho'okupu o Kilauea

Atherton Foundation (providing \$20,000 in match)

**Important Partnership Aspects (new grant recipient, significant new partners, unique partners, large numbers of partners under any category in C. above, non-financial contributions):**

This is the State of Hawaii DLNR's first application for a standard NAWCA grant and if funded would be the second ever standard NAWCA undertaken in the state of Hawaii. With funding from the NAWCA council this proposal will deliver large landscape level habitat improvements across the island of Kauai. This project proposal in combination with the Oahu NAWCA project will help to create contiguous wetland habitat between the two islands with the most wetland acreage within the Hawaiian Islands. This improvement in habitat could lead to the down-listing of five endemic endangered waterbird species.

The diversity of partners participating in this project demonstrates the commitment of federal, state and county government agencies to wetland protection and conservation in Hawaii. In addition many local and non-governmental

agencies have provided support and funds for this project, indicating a sense of environmental stewardship among the local community, and recognition of habitat importance on Kauai by conservation based NGOs.

This project is unique because two local project partners are providing 97% of the match for this grant application. The Kauai Public Land Trust is providing \$1,800,000.00 in in-kind match via a donated conservation easement. The Cvengros family is providing \$200,000.00 in match as they provided the conservation easement to the Kauai Public Land Trust. These two matching partners are involved with the community and are committed to seeing the Kilauea Coastal Preserve become a reality. Both partners are new partners to a NAWCA grant proposal. Matching funds provided by these partners will expire if grant funds are not awarded at this time.

**Why each non-matching partner listed in the Proposal Summary is important to the proposal and what work they will do to support and complement the match- and grant-funded work:**

**Pacific Coast Joint Venture** – PCJV is providing \$18,500 in non-match funds. Part of these funds (\$8,500) will be used to perform appraisals on the 32 acres of property to be purchased within the Kilauea Coastal Preserve. The other \$10,000 will be used to create design specifications for the Mana Plain restoration project.

**Kilauea Neighborhood Association** – is very supportive of the Kilauea acquisition project and organizes quarterly beach clean-ups within the Kilauea Coastal preserve. During clean-up events community members remove trash and invasive plant species which are detrimental to the habitat within the coastal preserve. Over 300 community volunteer hours have been logged to date and are valued at \$5,000.00.

**Aina Ho'okupu o Kilauea** – is an affordable housing non-profit organization that supports the creation of the Kilauea Coastal Preserve as it will protect Hawaii's natural resources.

**USDA, Natural Resource Conservation Service** – provided \$251,850 in non-match funds to restore wetland habitat at the Kawaieie through its Wildlife Habitat incentives program. Restoration of wetland habitat will create 141 acres of contiguous wetland habitat between the Kawaieie and Mana State Wildlife sanctuary areas.

**Kilauea Point Natural History Association** – provided \$10,000.00 in non-match toward restoration projects at the Huleia and Hanalei Units of the Kauai National Wildlife Refuge.

**State of Hawaii, DLNR Division of State Parks** – provided an archeological survey of the Mana Plain restoration area in cooperation with State Office of Historical Preservation; survey valued at \$5,000.00

**The Nature Conservancy** - provided \$50,000.00 in non-match funds toward acquisition of lands within the Kilauea Coastal Preserve.

**American Land Conservancy** – supports the creation of the Kilauea Coastal Preserve and has expressed interest in providing funding to aid in the acquisition process.

**County of Kauai** – supports the creation of the Kilauea coastal preserve and has agreed to be the end owner of parcel C within the Kilauea Coastal preserve. Because parcel C was purchased with NOAA funding, which stipulates that the property cannot be owned by the federal government, the County of Kauai has agreed to own the parcel and allow USFWS to manage it in perpetuity

**National Oceanic Atmospheric Administration** – provided \$1.46 million in non-matching federal funds for the purchase of 3 acres (parcel C) within the Kilauea Coastal Preserve.

**Zweben Family** – donated a conservation easement of 5.5 acres of private property within the Kilauea Coastal Preserve. This easement is valued at \$4.1 million.

**Jim O'Connor Realty** – Provided free real estate consultations for Kauai Public land Trust, also provided printing services of color pamphlets educating the public about the coastal preserve.

**Citations:**

Dahl, T.E. 1990. Wetlands losses in the United States 1780's to 1980's. USFWS, Washington, D.C.

Engilis, Jr., A. and Naughton, M. 2004. U.S. Pacific Islands Regional Shorebird Conservation Plan. U.S. Shorebird Conservation Plan. U.S. Department of the Interior, Fish and Wildlife Service. Portland, Oregon.

Engilis, Jr. A. and T.K. Pratt. 1993. Status and trends of Hawaii's native waterbirds, 1977-1986. Wilson Bull. 105 pp. 142-58.

Haines, J.W. and Williams, S.K., . June 2000. The Coastal Zone: A Resource at Risk . found at <http://www.geotimes.org/june00/featurestory.html>

Mitchell, C, C Ogura, DW Meadows, A Kane, L Strommer, S Fretz, D Leonard, and A McClung. October 2005. Hawaii's Comprehensive Wildlife Conservation Strategy. Department of Land and Natural Resources. Honolulu, Hawai'i. 722 pp.

Knudsen, E. A. and G. P. Nobel. 1944. Kanuka of Kauai. Tongg Publishing Company, Honolulu, Hawaii.

Mederios, J. S. 1958. Present status of waterfowl in Hawaii. Journal of Wildlife Management 22:109-117.

Shallenberger, R. J. 1977. An Ornithological Survey of the Hawaiian Wetlands. Prepared by Ahuimanu Productions for U.S. Army Corps of Engineers.

Swartz, C. W. and E. R. Schwartz. 1949. A reconnaissance of the game birds in Hawaii. The Hawaii News Printshop, Hilo, Hawaii. 168 pp.

U.S. Fish and Wildlife Service. 2005. Draft Revised Recovery Plan for Hawaiian Waterbirds, Second Draft of Second Revision. U.S. Fish and Wildlife Service, Portland, Oregon. 155 pp.

**List of Attachments:**

**Attachment A: Budget Table**

**Attachment B: Tract Table**

**Attachment C: Partner Matching Contribution Letters**

- Kauai Public Land Trust
- Cvengros Family
- DLNR/DOFAW
- Ducks Unlimited
- Atherton Foundation
- USFWS Kauai Refuge Complex
- Pacific Coast Joint Venture
- Natural Resource Conservation Service

**Attachment D: Copy of Conservation Easement for 18.1 acre match parcel**

**Attachment E: Copy of EA for Kilauea Point National Wildlife Refuge Expansion Project**

**Attachment F: Bird Conservation Regions**

**Attachment G: SF 424**

**Attachment H: Maps**

- Map 1. Aerial Image of the Hawaiian Islands
- Map 2. Aerial Image of Proposed Project Tracts; Mana Plain, Huleia NWR, and Kilauea Coastal Preserve
- Map 3. Aerial Image of Kilauea Coastal Preserve: Proposed Boundary and Proximity to KPNWR
- Map 4. Map of Proposed Kilauea Acquisition Tract
- Map 5. Map of Proposed Mana Plain Restoration Tract
- Map 6. Map of Proposed Huleia NWR Restoration Tract

**EASEMENTS, LEASES, AND INDIRECT COST RATE AGREEMENT**

**Have you included a copy of the following:**

**Copies of easements and leases?**

Yes, included is a copy of the conservation easement for the 18.1 acre parcel (described as parcel F in the narrative) being used for \$2 million in in-kind match for this project proposal. Due to the large size of the pdf file of the conservation easement (25 MB), it cannot be included with the electronic submission. A hard copy of the conservation easement will be included in the mailed copy of the NAWCA grant application.

**Current approved negotiated indirect cost rate agreement or statement that Council Coordinator has a copy?**  
N/A

Attachment A: Budget Table

Island of Kauai Wetlands Acquisition and Restoration Project: Phase I

ACTIVITIES	GRANT \$	MATCHING & NONMATCHING PARTNERS				TOTAL \$	TRACT ID
		PARTNER NAME	OLD MATCH \$	NEW MATCH \$	NON-MATCH \$		
<b>KILAUEA TOTAL ACQUIRED</b>	<b>\$500,000.00</b>	<b>Kauai Public Land Trust</b>	<b>\$2,000,000.00</b>		<b>\$7,249,632.00</b>	<b>\$9,749,632.00</b>	<b>Kilauea Estuary</b>
Land Costs: Fee Acquired	\$438,334.00	Kauai Public Land Trust	\$1,800,000.00				Kilauea Estuary
Land Costs: Easement Donated	\$0.00	Cvengros Family	\$200,000.00		\$8,500.00		Kilauea Estuary
Appraisals & Other Acquisition Costs	\$45,000.00	Pacific Coast Joint Venture			\$1,631,132.00		Kilauea Estuary
Non-Contract Personnel & Travel	\$16,666.00	Recovery Lands Acquisition Grant			\$50,000.00		Kilauea Estuary
Total Directs	\$500,000.00	The Nature Conservancy			\$1,460,000.00		Kilauea Estuary
Indirects	\$0.00	NOAA			\$4,100,000.00		Kilauea Estuary
		Private Fee Simple Land Donation					
<b>MANA PLAIN TOTAL RESTORED</b>	<b>\$300,000.00</b>	<b>State of Hawaii, DLNR DOFAW</b>	<b>\$10,131.12</b>	<b>\$25,000.00</b>	<b>\$1,266,850.00</b>	<b>\$1,601,981.12</b>	<b>Mana Plain</b>
Contracts	\$283,334.00	Atherton Foundation		\$20,000.00			Mana Plain
Materials & Equipment	\$0.00	Pacific Coast Joint Venture			\$10,000.00		Mana Plain
Non-Contract Personnel & Travel	\$16,666.00	Coastal Grats Program			\$1,000,000.00		Mana Plain
Total Directs	\$300,000.00	Ducks Unlimited	\$10,131.12				Mana Plain
Indirects	\$0.00	NRCS WHIP funds		\$5,000.00	\$251,850.00		Mana Plain
		DOFAW Kauai Office					Mana Plain
		State of Hawaii Division of State Parks			\$5,000.00		
<b>HULEIA TOTAL RESTORED</b>	<b>\$200,000.00</b>	<b>US Fish &amp; Wildlife Service</b>	<b>\$0.00</b>	<b>\$21,895.20</b>	<b>\$85,000.00</b>	<b>\$306,895.20</b>	<b>Huleia</b>
Contracts	\$103,334.00	USFWS - volunteer hours		\$21,895.20			Huleia
Materials & Equipment	\$20,000.00	Small NAWCA			\$75,000.00		Huleia
Non-Contract Personnel & Travel	\$76,666.00	Kilauea Point Natural History Association			\$10,000.00		Huleia
Total Directs	\$200,000.00						Huleia
Indirects	\$0.00						Huleia
<b>TOTAL OTHER DIRECT</b>	<b>\$0.00</b>						
<b>GRAND TOTAL DIRECT</b>	<b>\$1,000,000.00</b>						
<b>TOTAL INDIRECT</b>	<b>\$0.00</b>						
<b>GRAND TOTAL</b>	<b>\$1,000,000.00</b>		<b>\$2,010,131.12</b>	<b>\$46,895.20</b>	<b>\$8,601,482.00</b>	<b>\$11,658,508.32</b>	

**Attachment B: Tract Table****Island of Kauai Wetland Acquisition and Restoration Project: Phase I****Acquisition**

Tract ID	Wetland Acres	Upland Acres	Riparian Miles	Funding Sources	County and State	Central Tract Location in Decimal Degrees	Final Title Holder
Kilauea – Parcel A	12			NAWCA	Kauai County, Hawaii	22° 13' 6.9" N 159° 23' 14.0" W	Kauai Public Land Trust
Kilauea – Parcel C	1	2		NOAA	Kauai County, Hawaii	22° 13' 4.3" N 159° 23' 7.9" W	Kauai Public Land Trust
Kilauea – Parcel D	1	4.5		Donated easement	Kauai County, Hawaii	22° 13' 8.0" N 159° 23' 7.7" W	Kauai Public Land Trust
Kilauea – Parcel E		20		RLA and Coastal Grants	Kauai County, Hawaii	22° 13' 2.1" N 159° 23' 3.1" W	Kauai Public Land Trust
Kilauea – Parcel F	5	13.1		Donated easement	Kauai County, Hawaii	22° 12' 58.5" N 159° 22' 29.1" W	Kauai Public Land Trust

**Restoration/Enhancement/Established**

Tract ID/ Activity	Wetland Acres	Upland Acres	Riparian Miles	Funding Sources	County and State	Central Tract Location in Decimal Degrees	Final Title Holder
Huleia NWR	23			NAWCA	Kauai County, Hawaii	21° 56' 46.8" N 159° 23' 8.0" W	US Fish and Wildlife Service
Mana Plain	90	15		NAWCA	Kauai County, Hawaii	21° 0' 59.1" N 159° 46' 34.7" W	State of Hawaii, Department of Land & Natural Resources

**Attachment C:**  
Partner Contribution Letters





July 10, 2007

Coordinator, North American Wetlands Conservation Council  
U. S. Fish and Wildlife Service  
Division of Bird Habitat Conservation  
Attn: Rodecia McKnight  
Mail Stop MBSP - 4075  
4401 North Fairfax Drive  
Arlington, VA 22203

Greetings,

I am pleased to offer my support for the proposed project titled, "Island of Kauai Wetland Acquisition and Restoration project: Phase 1", submitted by the State of Hawaii, Department of Land and Natural Resources. The Kauai Public Land Trust is committing to donating \$1,800,000.00 in in-kind land value as match to support this project.

In December 2005 a conservation easement of 18.1 acres was donated to KPLT. This easement, which extinguishes all development rights to the property, is appraised at 2.8 million dollars. The acreage is within the project area, contains an intact fresh water wetland, and is contiguous to lands managed by USFWS Kauai Refuge Complex. This conservation easement provides habitat for numerous species of Hawaiian flora and fauna. KPLT is donating a portion of the appraised value to provide in-kind matching support for the acquisition of additional wetland acreage to be added to the Kilauea Coastal Preserve.

The mission of The Kauai Public Land Trust is to reserve lands on Kauai for the common good through acquisition, management, and education. We feel this project directly relates to our mission as it conserves and enhances natural areas for native species on the island of Kauai. If you have any questions in regard to this letter, please feel free to contact me at (808) 828-1438.

Sincerely,

Gary L. Blaich, M.D.  
President, Kauai Public Land Trust

P.O. Box 562  
Kilauea, Hawai'i  
96754

July 23, 2007

Dear Ms McKnight:

In December 2005 my family and I donated a conservation easement placed on an 18.5 acre piece of Kilauea coastal bluff land that we own to the Kaula'i Public Land Trust. We created the conservation easement to ensure that the opportunity to provide more habitat for native Hawaiian coastal flora and fauna would always be available and that the stunning scenic assets of this coast would be protected.

I am excited by the opportunities for further protection of coastal bluff lands in this area and designate \$200,000 of my donation as match for the State of Hawaii's NAWCA grant application.

Sincerely,


  
William Cvengros



POST OFFICE BOX 621  
HONOLULU, HAWAII 96809

[illegible]

Sincerely,

Sincerely,  
  
Thomas Kaiakapu  
Kauai Wildlife Manager



## United States Department of the Interior

### FISH AND WILDLIFE SERVICE

Kauai National Wildlife Refuge Complex  
P.O. Box 1128  
Kilauea, Hawaii 96754  
Phone: 808 828-1413 Fax: 808 828-6634

In Reply Refer to:

July 17, 2007

Dear Council Coordinator:

I am pleased to offer my support for the proposed project, titled "Kauai NAWCA Grant," submitted by the State of Hawaii for wetland restoration, including lands within the Kauai National Wildlife Refuge Complex.

The Kauai National Wildlife Refuge Complex volunteer program is contributing a total of 1166.5 volunteer hours toward the project as match. All hours were/will be spent restoring valuable habitat at the Complex, and were/will be contributed during the period of October 2006 through March 2008.

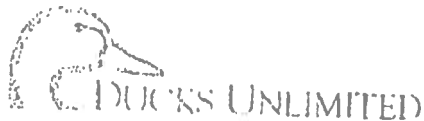
The independent sector, a consortium of charitable foundations, values the volunteer hour during 2007 at \$18.77 an hour ([http://www.independentsector.org/programs/research/volunteer\\_time.html](http://www.independentsector.org/programs/research/volunteer_time.html)). A total of 1166.5 volunteer hours were multiplied by \$18.77 to get the total match value of \$21,895.20.

In total, a match of \$21,895.20 has been generated through volunteer participation in habitat restoration at the Kauai National Wildlife Refuge Complex, Kauai, Hawaii. If you have any questions in regard to this letter feel free to contact me at (808) 828 0762.

Sincerely,

Kathy Batha  
Volunteer Coordinator

TAKE PRIDE  
IN AMERICA



WESTERN REGIONAL OFFICE  
3074 Goli Canal Drive  
Pittsburg, CA 95670-6116  
(916) 852-2000 Fax (916) 852-2200  
[www.ducks.org](http://www.ducks.org)

July 16, 2007

Coordinator, North American Wetlands Conservation Council  
U. S. Fish and Wildlife Service  
Division of Bird Habitat Conservation  
Attn: Roderica McKnight  
Mail Stop MBSP - 4075  
4401 North Fairfax Drive  
Arlington, VA 22203

Greetings Ms. McKnight:

- Ducks Unlimited supports the State of Hawaii's North American Wetland Conservation Act grant entitled "Island of Kauai Wetlands Acquisition and Restoration Project: Phase I". This project will acquire and restore important wetland acreage and associated waterbird habitat on the island of Kauai.

Ducks Unlimited is committed to providing \$10,131.12 in cash and in-kind match toward the project. These matching funds include \$8,872.23 in donated cash and in-kind contributions for engineering and biological costs and \$1,258.97 in donated indirect costs associated with the Maunaloa wetland restoration project. Donated indirect costs are calculated at the federally approved indirect rate of 12.12% during FY05 and 14.63% during FY06. All matching funds were expended by Ducks Unlimited between January 2005 and February 2006.

Ducks Unlimited, firmly believes that the habitat improvements expected from this grant will be a major step toward the recovery of the four endangered Hawaiian waterbirds, as well as provide important habitat for migratory species that depend on this islands for winter habitat. If you have any questions regarding this match contribution please contact Tom Dwyer at (360)-885-2011, or [tdwyer@ducks.org](mailto:tdwyer@ducks.org). Thank you for your time and consideration.

Sincerely,

Rudolph A. Rosen, Ph.D.  
Director



## ATHERTON FAMILY FOUNDATION

July 25, 2007

Coordinator, North American Wetlands Conservation Council  
U. S. Fish and Wildlife Service  
Division of Bird Habitat Conservation  
Attn: Rodecia McKnight  
Mail Stop MBSP - 4075  
4401 North Fairfax Drive  
Arlington VA 22203

Dear Ms McKnight:

The Atherton Family Foundation, a private foundation, supports the North American Wetlands Conservation Act grant proposal, titled "Island of Kaua'i Wetlands Acquisition and Restoration Project: Phase I", to restore and acquire wetland acreage at three sites on Kauai (Mana Plain, Huleia Unit Kauai NWR, and Kilauea Coastal Preserve) being submitted by the State of Hawai'i. As a part of this proposal, wetland habitats on Kauai will be acquired and restored for the purposes of migratory birds and recovery of endemic Hawaiian waterbirds.

In February 2007, the Foundation provided \$20,000 for engineering and biological services for restoration efforts at the Mana Plain Wetlands restoration site. These funds will be expended during 2007 and 2008. These funds are non-federal and it is our understanding that they are eligible matching funds as defined by NAWCA grant guidelines.

The Foundation is pleased to be a partner with the State of Hawai'i, and such a diverse array of public and private agencies, for the purposes of delivering a comprehensive wetland acquisition and restoration project on the island of Kaua'i. We believe that this NAWCA proposal, as presented by the State of Hawai'i, will generate the restoration actions need to recover Hawai'i's endangered waterbirds and provide important habitat for migratory waterfowl and shorebirds.

If you have questions regarding this match contribution, please contact me at (808) 566-5524.

Aloha,

  
Bridget Holthus  
for the Directors

c: Adonia Henry,  
Ducks Unlimited, Inc.  
Wetlands Hawaii Initiative  
3649 Kawelolani Place  
Honolulu HI 96816



Natural Resource Conservation Service  
P.O. Box 50004  
Honolulu, HI 96850

United States Department of Agriculture

*Our People... Our Islands... In Harmony*

July 13, 2007

Rodecia McKnight, Coordinator  
North American Wetlands Conservation Council  
U. S. Fish and Wildlife Service  
Division of Bird Habitat Conservation  
Mail Stop MBSP - 4075  
4401 North Fairfax Drive  
Arlington, VA 22203

Dear Ms McKnight;

The USDA Natural Resources Conservation Service (NRCS) supports all partnership contributions that will assist with implementation of successful wetland restoration projects in the state of Hawaii, including the North American Wetlands Conservation Act grant proposal to restore and acquire wetland acreage at three sites on Kauai (Mana Plain, Huleia Unit, Kauai NWR, and Kilauea Coastal Preserve) being submitted by the State of Hawaii. The proposed program is a partnership between the State of Hawaii, Department of Land and Natural Resources, U.S. Fish and Wildlife Service, Ducks Unlimited, the Pacific Coast Joint Venture, the Kauai Public Land Trust, and NRCS. As a part of this proposal wetland habitats on Kauai will be acquired and restored for the purposes of migratory and endemic waterbird recovery.

This fiscal year NRCS is providing \$251,850 of Wildlife Habitat Incentive Program (WHIP) funding for the restoration and management of a wetland adjacent to the Mana Plain. These funds are from federal sources and are therefore not eligible matching funds as defined by NAWCA grant guidelines, but these funds will provide a significant portion of the proposals non-match component and demonstrate the strong conservation partnership between the State of Hawaii and NRCS.

NRCS is pleased to be a partner with the State of Hawaii, and such a diverse array of public and private agencies, for the purposes of delivering a comprehensive wetland acquisition and restoration project on the island of Kauai. We are also glad to be a part of the Pacific Coastal Joint Venture, Hawaii habitat conservation program. We believe that this NAWCA proposal, as presented by the State of Hawaii, fits well with the NRCS wildlife goals and objectives, and will generate the restoration actions need to recover Hawaii's endangered waterbirds and provide important habitat for migratory waterfowl and shorebirds.

Sincerely,

LAWRENCE T. YAMAMOTO  
Director  
Pacific Islands Area

cc: Gregory Koob, State Biologist, NRCS Pacific Island Area

The Natural Resources Conservation Service provides leadership in a partnership effort to help people conserve, maintain, and improve our natural resources and environment.

An Equal Opportunity Provider and Employer

## ***Pacific Coast Joint Venture***



North American Wetlands  
Management Plan  
Plan de l'acquisition et  
de la restauration  
Plan de l'acquisition et  
de la restauration

July 10, 2007

Coordinator, North American Wetlands Conservation Council  
U. S. Fish and Wildlife Service  
Division of Bird Habitat Conservation  
Attn: Rodecia McKnight  
Mail Stop MBSP - 4075  
4401 North Fairfax Drive  
Arlington, VA 22203

Dear Coordinator,

The Pacific Coast Joint Venture fully supports the state of Hawaii's standard NAWCA application entitled "Island of Kauai Wetland Acquisition and Restoration Project: Phase 1". The PCJV is contributing \$18,500 in in-kind match toward the project to help reach the restoration objectives for Kauai wetlands. A portion of this funding, \$10,000.00, will pay for designing the wetland restoration at the Mana plain site, while the remaining \$8,500 will pay a portion of the appraisal costs for the acquisition of the Kilauea River property.

All six of Hawaii's native waterbird species are listed as endangered (Hawaiian Coot, Moorhen, Duck, Stilt, Goose, and Laysan Duck). Five of these species currently utilize wetland habitats on Kauai for foraging, nesting and loafing. Plans to reintroduce the sixth species, the Laysan Duck, to Kauai will be undertaken in the next 5 years. The USFWS Recovery Plan for Hawaii's Waterbirds designates Hanalei NWR and Iiulē'ia NWR as core wetland areas, which provide habitat essential for supporting larger populations of Hawaiian waterbirds which comprise the bulk of the numbers prescribed for recovery. Protection and restoration of Kauai's remaining wetlands is essential to the recovery of the endemic waterbirds, as well as the survival of migrant waterfowl and shorebirds that visit the island.

Sincerely,

Carey Smith  
PCJV Coordinator





**Attachment D:**

**Copy of Conservation Easement for 18.1 Acre Match Parcel**

Due to large size of Conservation Easement pdf file (25 MB), this document cannot be included in the electronic submission.

A hard copy of the Conservation Easement will be included in the mailed copy of the NAWCA grant application.

**Attachment E:**

Copy of Environmental Assessment for Kilauea Point National Wildlife Refuge (KPNWR) Expansion Project

Due to large size of pdf file (36 MB), this EA cannot be included in the electronic submission. A copy is available for download at: <http://pacific.fws.gov/planning>

A hard copy of the EA will be included in the mailed copy of the NAWCA grant application.

**Attachment F:**  
**Bird Conservation Region 67 Species List**

**LIST OF QUESTION 2 BIRD CONSERVATION REGIONS AND PRIORITY NAWCA SPECIES**

Applicant: Cut and paste ONLY your BCR and bird list into Question 2. Do NOT include all BCR lists in final proposal.

<b>BCR 67 HAWAII</b>
Band-rumped Storm-Petrel
Brown Booby
Christmas Shearwater
Newell's Shearwater
Dark-rumped Petrel
Tristan's Storm-petrel
White-tailed Tropicbird
Great Frigatebird
Masked Booby
Red-footed Booby
Pacific Golden-Plover
Bristle-thighed Curlew
Wandering Tattler

**Attachment G:**  
**SF 424 Assurances for Construction Projects**

APPLICATION FOR  
FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION: Application		2. DATE SUBMITTED 07/27/2007		Applicant Identifier	
Pre-application		3. DATE RECEIVED BY STATE		State Application Identifier	
<input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		<input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		4. DATE RECEIVED BY FEDERAL AGENCY	
5. APPLICANT INFORMATION		Federal Identifier			
Legal Name: State of Hawaii, Department of Land & Natural Resources				Organizational Unit:	
Organizational DUNS: 824671200				Department: Department of Land & Natural Resources	
Address:				Division: Division of Forestry and Wildlife	
Street: 1151 Punchbowl Street				Name and telephone number of person to be contacted on matters involving this application (give area code)	
City: Honolulu				Prefix: Mr. First Name: James	
County: Honolulu				Middle Name: Scott	
State: Hawaii Zip Code: 96813				Last Name: Fretz	
Country: U.S.A.				Suffix:	
6. EMPLOYER IDENTIFICATION NUMBER (EIN):				Email: scott.fretz@hawaii.gov	
99-0266119				Phone Number (give area code): (808) 587-4187	
8. TYPE OF APPLICATION:				Fax Number (give area code): (808) 587-0160	
<input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.)				7. TYPE OF APPLICANT: (See back of form for Application Types)	
Other (specify)				A. State	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:				Other (specify)	
15-623				9. NAME OF FEDERAL AGENCY:	
TITLE (Name of Program): North American Wetland Conservation Act				U.S. Department of Interior, Fish and Wildlife Service	
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):				11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:	
Kilauea, Kauai County, Hawaii				Island of Kauai Wetlands Acquisition and Restoration Project: Phase I	
13. PROPOSED PROJECT				14. CONGRESSIONAL DISTRICTS OF:	
Start Date: 07/01/2008 Ending Date: 06/30/2010				a. Applicant District 1 b. Project District 2	
15. ESTIMATED FUNDING:				16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
a. Federal \$ 1,000,000.00				a. Yes <input checked="" type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON	
b. Applicant \$				DATE:	
c. State \$				b. No <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372	
d. Local \$ 2,057,026.32				<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
e. Other \$				17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
f. Program Income \$				<input type="checkbox"/> Yes If "Yes" attach an explanation. <input checked="" type="checkbox"/> No	
g. TOTAL \$ 3,057,026.32					
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.					
a. Authorized Representative					
Prefix Mr.		First Name James		Middle Name Scott	
Last Name Fretz				Suffix	
b. Title Wildlife Program Manager				c. Telephone Number (give area code): (808) 587-0160	
d. Signature of Authorized Representative				e. Date Signed 7/18/07	

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Standard Form 424 (Rev 9-2003)  
Prescribed by OMB Circular A-102

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

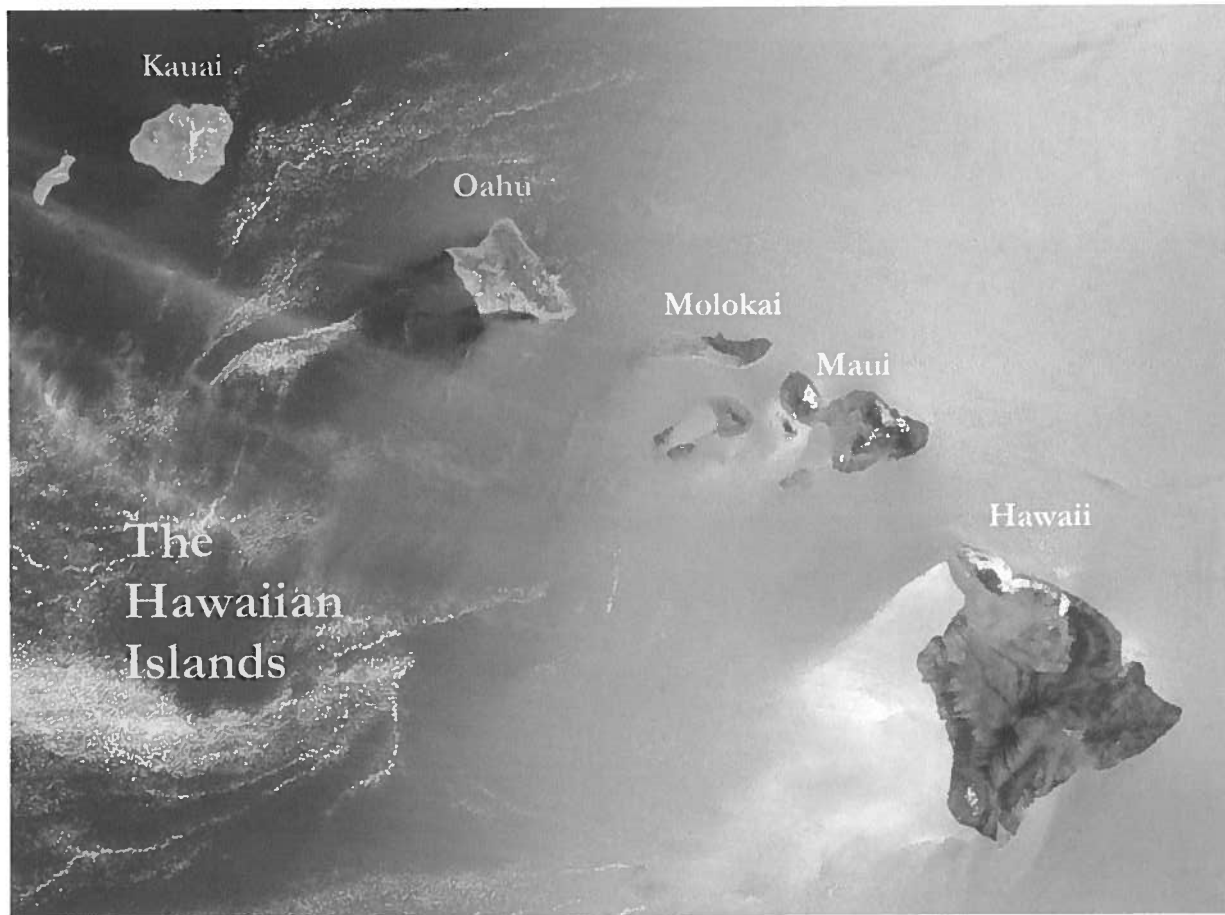
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Scott Fretz, Wildlife Program Manager	
APPLICANT ORGANIZATION State of Hawaii, Department of Land and Natural Resources		DATE SUBMITTED March 22, 2013

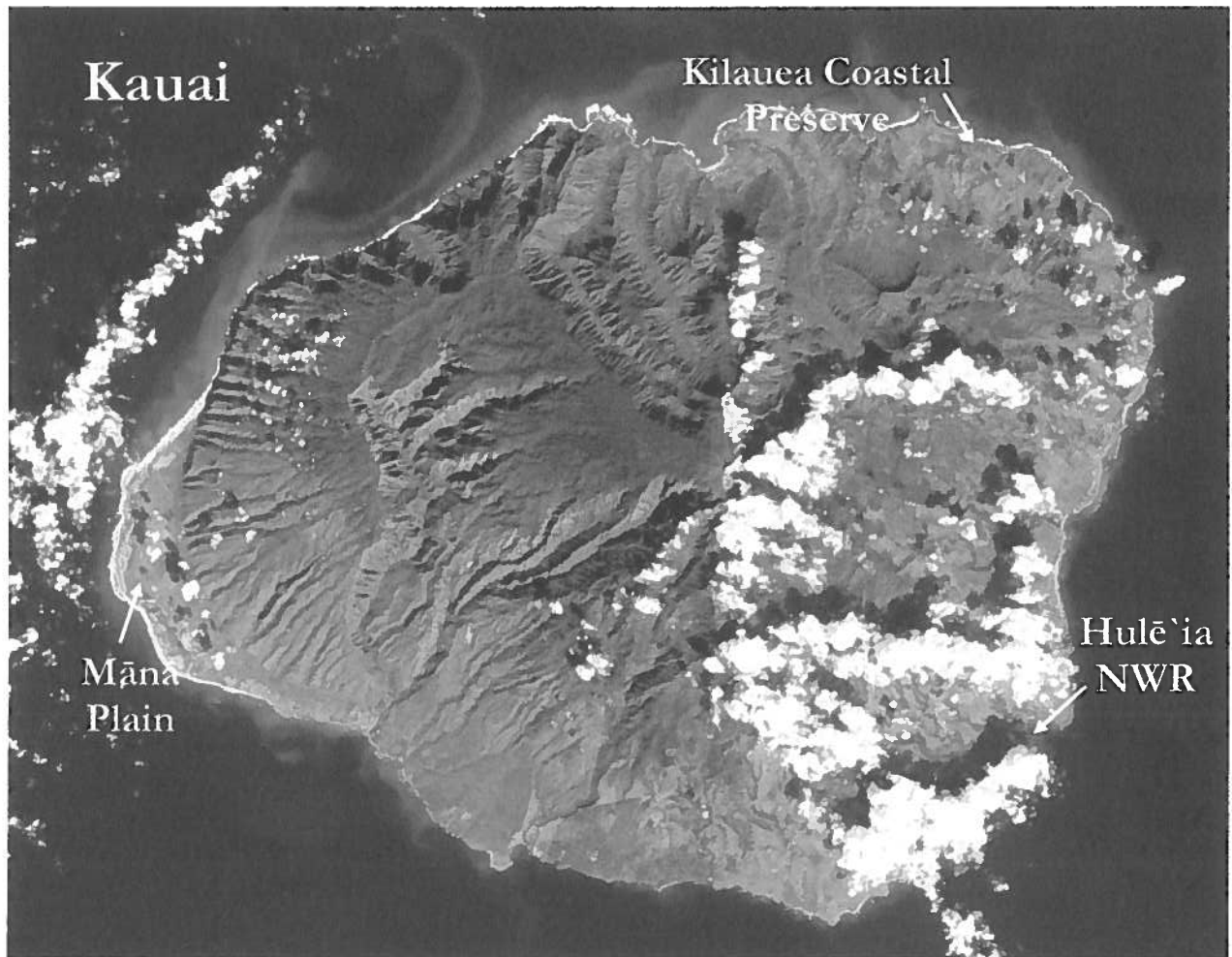
**Attachment H:**  
**Maps**



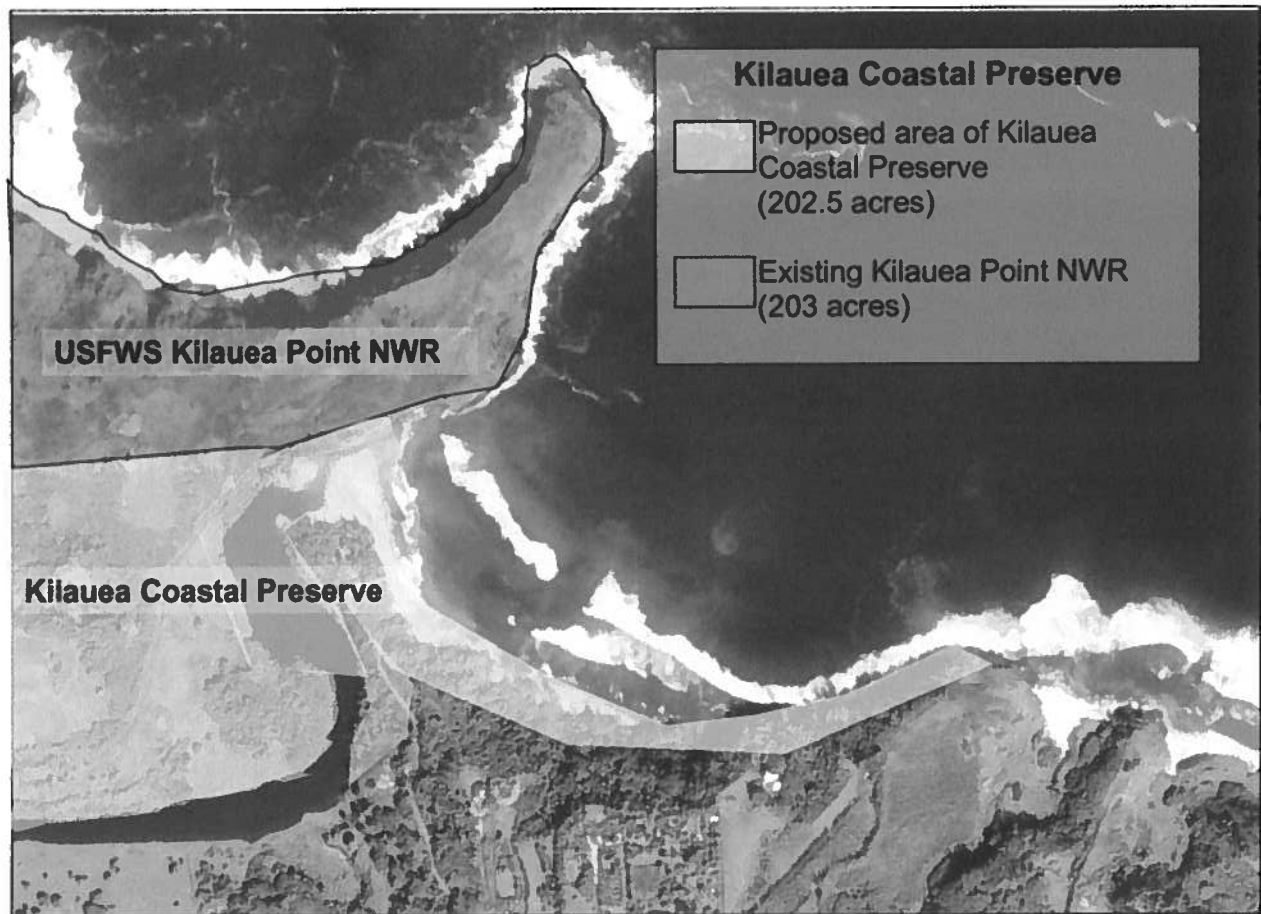
Map 1: Aerial Imagery of the Hawaiian Islands



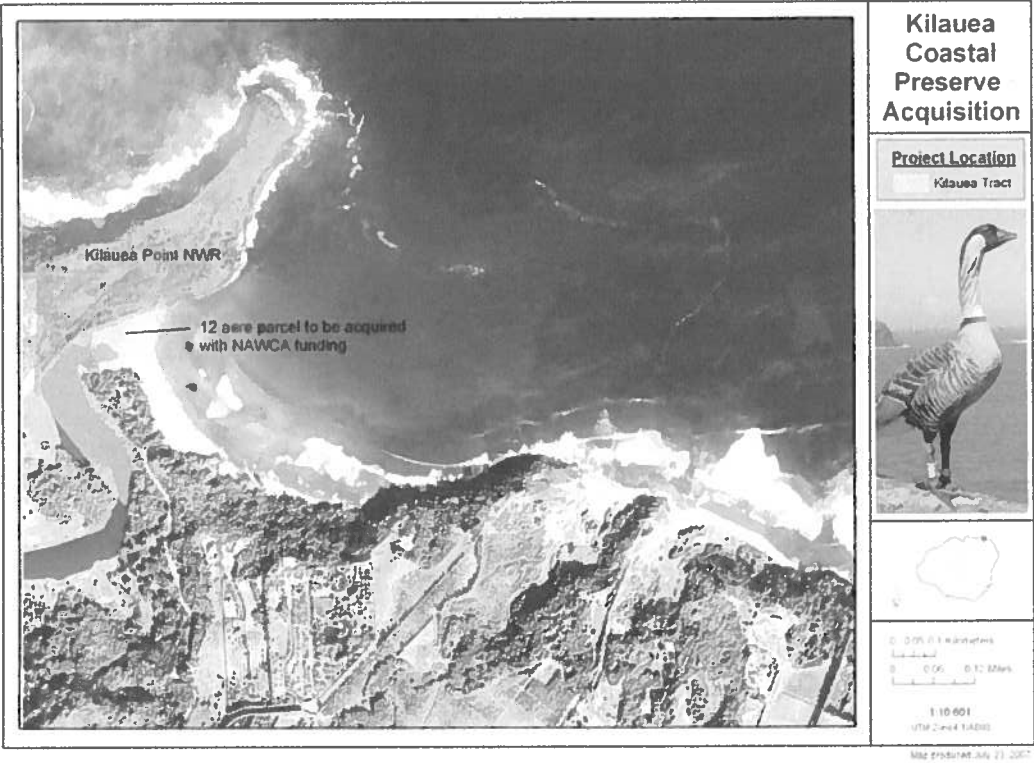
Map 2: Aerial Image of Kauai and the Proposed Project Tracks, Mana Plain, Huleia NWR, and Kilauea Coastal Preserve



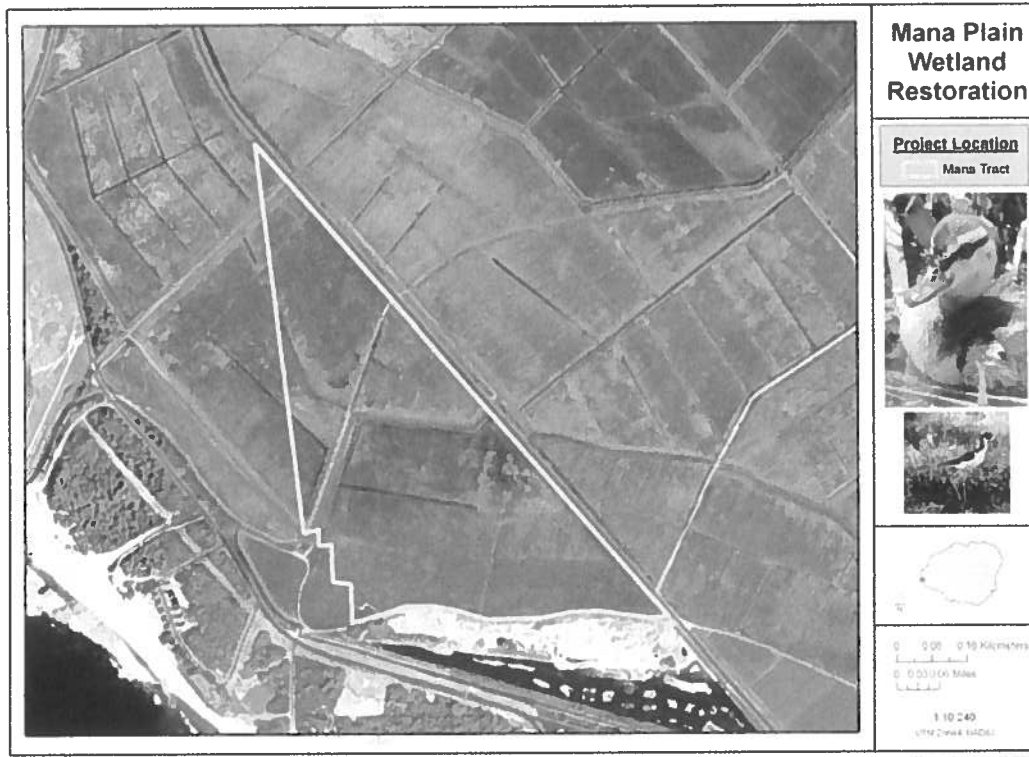
Map 3. Aerial Image of Kilauea Coastal Preserve: Proposed Boundary and Proximity to Kilauea Point National Wildlife Refuge



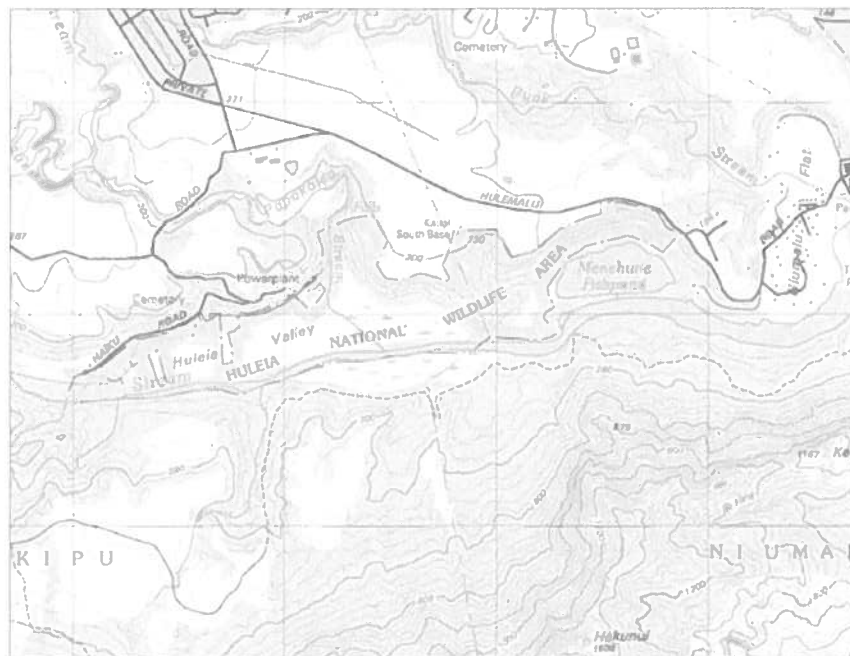
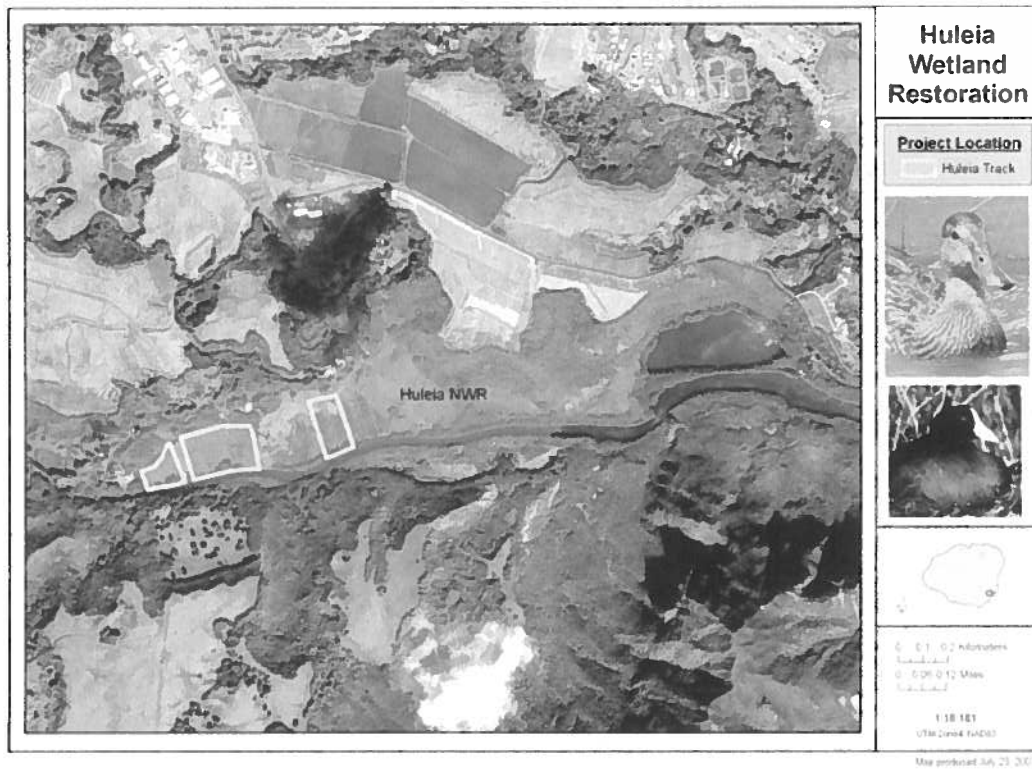
Map 4. Map of Proposed Kilauea Acquisition Tract (12 acre parcel in Proposed Kilauea Coastal Preserve)



Map 5. Map of Proposed Mana Plain Restoration Tract (105 acres)



**Map 6. Map of Proposed Huleia NWR Restoration Tract (23 acres)**



**Note: Maps of Huleia NWR at different scales**



Re: Fw: NAWCA Grant Agreement HI-N11B

Grosse, Andrea

to:

Jordan.W.Jokiel

03/21/2013 06:38 AM

Cc:

Norma.I.Creps, adoniarhenry, agrosse agrosse

Hide Details

From: "Grosse, Andrea" <andrea\_grosse@fws.gov>

To: <Jordan.W.Jokiel@hawaii.gov>,

Cc: <Norma.I.Creps@hawaii.gov>, <adoniarhenry@gmail.com>, agrosse agrosse  
<andrea\_grosse@fws.gov>

Hello, Jordan:

Yes, that was my understanding. Please remember that there can be no more extensions on this grant, so all activities and obligations (grant and match) must be completed by 9/16/13.

Best,

Andrea

---

Andrea Grosse, Wildlife Biologist/Grant Administrator/NMBCA Program Officer, USFWS DBHC  
4401 N Fairfax Dr., MBSP-4075, Arlington VA 22203, USA. Tel: +1.703.358-2472. Fax: +1.703.358-2282  
[andrea\\_grosse@fws.gov](mailto:andrea_grosse@fws.gov) | [www.fws.gov/birdhabitat](http://www.fws.gov/birdhabitat) | <http://www.facebook.com/usfws migratorybirds>

On Wed, Mar 20, 2013 at 6:02 PM, <[Jordan.W.Jokiel@hawaii.gov](mailto:Jordan.W.Jokiel@hawaii.gov)> wrote:

Aloha Andrea, I am working on the Kilauea acquisition portion of the State's of Hawaii's NAWCA Grant Agreement HI-N11B. I just wanted to clarify with you that the Kilauea parcel will be acquired by HILT (as you identify in your email below), but will only be considered for transfer to the FWS Refuge Complex if/when the Refuge Complex is able to expand its mission to include and manage this property as part of their Refuge.

Again, I just wanted to make sure that this was clearly articulated in our request letter (attached). Please let me know if this is amenable to your office.

We have continued our due diligence process and look forward to closing on this important acquisition within the next several months.

Thank you so much for your time and attention.

Jordan W. Jokiel

Access and Acquisitions Coordinator

Division of Forestry and Wildlife, Department of Land and Natural Resources

State of Hawaii

office (808) 573-1325. cell (808) 283-3679

[Jordan.W.Jokiel@hawaii.gov](mailto:Jordan.W.Jokiel@hawaii.gov)

----- Forwarded by Jordan W Jokiel/DLNR/StateHIUS on 03/20/2013 11:45 AM -----

From: "Grosse, Andrea" <[andrea\\_grosse@fws.gov](mailto:andrea_grosse@fws.gov)>  
To: <[Norma.I.Creps@hawaii.gov](mailto:Norma.I.Creps@hawaii.gov)>,  
Cc: <[adoniarhenry@gmail.com](mailto:adoniarhenry@gmail.com)>, <[Jordan.W.Jokiel@hawaii.gov](mailto:Jordan.W.Jokiel@hawaii.gov)>, agrosse agrosse <[andrea\\_grosse@fws.gov](mailto:andrea_grosse@fws.gov)>  
Date: 01/14/2013 04:15 AM  
Subject: Re: NAWCA Grant Agreement HI-N11B

---

Dear Norma,

I approve this scope change, in which the same parcel will be acquired by a different entity (HILT instead of State of Hawaii for transfer to FWS NWR).

Andrea

---

Andrea Grosse, Wildlife Biologist/Grant Administrator, USFWS Division of Bird Habitat Conservation  
4401 N Fairfax Dr., MBSP 4075, Arlington VA 22203, USA. Tel: +1.703.358-2472; Fax: +1.703.358-2282  
[andrea\\_grosse@fws.gov](mailto:andrea_grosse@fws.gov) | [www.fws.gov/birdhabitat](http://www.fws.gov/birdhabitat) | <http://www.facebook.com/usfws/migratorybirds>

On Tue, Jan 8, 2013 at 5:32 PM, <[Norma.I.Creps@hawaii.gov](mailto:Norma.I.Creps@hawaii.gov)> wrote:

Aloha Andrea,

Attached is a request for a change in the scope of work for the Kilauea Tract Acquisition proposed in the State's NAWCA Grant Agreement HI-N11B. I look forward to hearing from you in regards to this request.

Sincerely,

Norma Creps

Norma Creps  
Wildlife Biologist  
Hawaii Department of Land & Natural Resources  
Division of Forestry and Wildlife  
1151 Punchbowl Street Rm 325  
Honolulu, HI 96813  
Phone: (808) 587-0163  
Fax: (808) 587-0160  
Email: [Norma.I.Creps@hawaii.gov](mailto:Norma.I.Creps@hawaii.gov)



NEIL ABERCROMBIE  
GOVERNOR OF HAWAII



**STATE OF HAWAII**  
**DEPARTMENT OF LAND AND NATURAL RESOURCES**  
DIVISION OF FORESTRY AND WILDLIFE  
1151 PUNCHBOWL STREET, ROOM 325  
HONOLULU, HAWAII 96813

WILLIAM J. AILA, JR.  
CHAIRPERSON  
BOARD OF LAND AND NATURAL RESOURCES  
COMMISSION ON WATER RESOURCE MANAGEMENT

ESTHER KIA'AINA  
FIRST DEPUTY

WILLIAM M. TAM  
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES  
BOATING AND BOAT RECREATION  
BUREAU OF CONVEYANCES  
COMMISSION ON WATER RESOURCE MANAGEMENT  
CONSERVATION AND COASTAL LANDS  
CONSERVATION AND RESOURCES ENFORCEMENT  
ENGINEERING  
FORESTRY AND WILDLIFE  
HISTORIC PRESERVATION  
KAHOOLAWE ISLAND RESERVE COMMISSION  
LAND  
STATE PARKS

January 8, 2013

Andrea Grosse  
U.S. Fish and Wildlife Service,  
Division of Bird Habitat Conservation  
4401 N. Fairfax Drive, MBSP 4075  
Arlington, VA 22203

Re: Island of Kauai Wetlands Acquisition and Restoration Project, Phase I  
NAWCA Grant Agreement #: HI-N11B  
Kilauea tract acquisition, change in Scope of Work

Dear Ms. Grosse,

The State of Hawaii has been working with project partners on the acquisition of the 12-acre Kilauea parcel that is part of the Kilauea Coastal Preserve. Due to changes within the U.S. Fish and Wildlife Service Kauai National Wildlife Refuge Complex (KNWRC), the Kilauea parcel will not be transferred to KNWRC and therefore not included in the refuge's Comprehensive Conservation Plan as originally stated in the NAWCA proposal. The Hawaiian Islands Land Trust (HILT) will acquire and hold fee title to land for the original purpose stated in the NAWCA proposal:

*The acquisition project within this proposal will acquire lands within the Kilauea Coastal Preserve and protect them from additional development, therein protecting the surrounding estuary and embayment from additional polluted run-off. This acquisition project will prevent contamination by precluding residential development through property acquisition.*

HILT is an active participant in preserving the important and unique functions of the Kilauea Coastal Preserve and is an existing landowner within the Kilauea Coastal Preserve, currently owning a parcel adjacent to the proposed 12-acre parcel that will be acquired with NAWCA grant funding. Because the land will not be transferred to the KNWRC, but held in fee title by HILT, the State of Hawaii is submitting a revised Scope of Work for the Kilauea acquisition that meets the original purpose of the Kauai NAWCA Grant.

For your convenience, we have included the original and revised Scope of Work below:

**Original Site Work Plan – from NAWCA proposal**

**Kilauea Coastal Preserve:**

The goal of the Kilauea Coastal Preserve is to acquire over 200 acres of privately owned lands identified within the Kilauea River Watershed to effectively preserve, conserve, restore, and manage Hawaii's coastal ecosystems to perpetuate their natural characteristics, features, ecological integrity, social, economic and aesthetic values for future benefit. The strategy currently used to fulfill this goal has been to identify, acquire, and protect significant acreages of high priority coastal wetlands and habitat through fee simple title, easements, or protective agreements. The acquisition objective for standard NAWCA funds at the Kilauea site are to acquire, through fee simple purchase, 12 acres of estuary habitat that have become available for purchase (Map 4). At present a government approved appraisal is being performed, and the owner is a willing seller, once grant funds are made available acquisition will begin. Once all available preserve properties have been acquired the Kauai Public Land Trust will work with the US Fish and Wildlife Service to integrate the Kilauea Coastal Preserve into the adjacent Kilauea Point National Wildlife Refuge (Map 3). The US Fish and Wildlife Service will be the end property owner once all available property within the Kilauea Coastal Preserve has been acquired. Once integrated into the refuge a comprehensive restoration and management plan will be developed. The management plan developed for the Kilauea Coastal Preserve Unit will be an adaptable plan developed with both short and long term goals.

**Revised Site Work Plan – January 2013**

**Kilauea Coastal Preserve:**

The goal of the Kilauea Coastal Preserve is to acquire over 200 acres of privately owned lands identified within the Kilauea River Watershed to preserve and conserve, Hawaii's coastal ecosystems to perpetuate their natural characteristics, features, ecological integrity, social, economic and aesthetic values for future benefit. The strategy currently used to fulfill this goal has been to identify, acquire, and protect significant acreages of high priority coastal wetlands and upland habitat through fee simple title, easements, or protective agreements. The acquisition objective for standard NAWCA funds at the Kilauea site are to acquire, through fee simple purchase, 12 acres of estuary habitat that have become available for purchase. A government approved appraisal will be conducted, and the owner is a willing seller. The property will be acquired by the Hawaiian Islands Land Trust (HILT). HILT will ensure that the property remains in conservation status, precluding any development features such as structures, boat ramps, etc. in order to preserve the important and unique functions of the natural Kilauea Coastal Preserve. HILT will collaborate with other landowners in the Kilauea Coastal Preserve, including the County and U.S. Fish and Wildlife Service to continue beach clean-ups that remove accumulated trash and marine debris. As future funding permits, restoration and wildlife-compatible "passive" recreation (e.g., walking trails, interpretive signs, photography, etc) may be provided to further nature enjoyment and the education values of this unique coastal ecosystem.

The State of Hawaii is confident that acquisition of the Kilauea parcel will occur before the Kauai NAWCA grant deadline and will meet the original purpose stated in the grant proposal. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Norma Creps". The signature is written in a cursive, flowing style.

Norma Creps  
Wildlife Biologist

Cc: Adonia Henry, Biologist, Scaup & Willet LLC